

## **Terms and Conditions of the Use of the MyAirBridge.com Application**

The service use terms and conditions described below apply always, when the MyAirBridge.com application is used (hereinafter, only the MAB). By using the MAB, you agree with these terms and conditions, the NTD policy, and the personal data protection rules.

The MyAirBridge.com domain and copyright are registered to MyAirBridge Ltd., 9 Chapel Place, 2nd Floor, EC2A 3DQ, London, United Kingdom. The terms and conditions of the use of the MAB application, the NTD policy, and the personal data protection rules (hereinafter, only the Terms and Conditions) represent a binding contract between you (the user), the MAB application operated on the MyAirBridge.com website, and MyAirBridge spol. s r. o. (MyAirBridge), the owner and proprietor of the application, a company incorporated under the laws of Czech Republic, with registration number 01837133 whose registered office is at U Klikovky 4, Prague Czech Republic, 15000.

By using the MAB, you agree with the Terms and Conditions, including the NTD policy, which forms an integral part of the Terms and Conditions.

The application use Terms and Conditions may be changed. All versions will be dated and their updates published on the info.myairbridge.com website. If you disagree with the Terms and Conditions, including the NTD policy and the personal data protection rules, you should not enter the MAB application and use it. By using the MAB, you agree with the changes performed in the Terms and Conditions, including the NTD policy and the personal data protection rules.

### **Application**

MyAirBridge provides you with an application for sending up to 20 GB of data (files) via the internet free of charge via the MAB website. The application also offers an expansion of the services for a fee, see the MyAirBridge.com Profile (MAB Profile).

The MAB transfers all file types and the files are considered to be confidential. The MAB does not check the files and does not offer searching among the files, while every user, who shall have a link to the files stored on the MAB server, may download the stored data. The MAB application may automatically create previews from all files, which were stored on the data server, and display the title, type, and preview of the file to the data recipient/sender.

We store the files for 3 days, while if you are not registered with the MAB (e-mail verification), we preserve the files exceeding 2 GB for 2 days. If you utilise the MAB Profile service, we keep the files for 10, 20 or 30 days according to the purchased profile (plan) – for more see the MAB Profile. If the files expire (the storage period lapses), they are automatically, permanently, and irreversibly removed. The files can be sent via the MAB using the so-called sharing link or using an e-mail notice, which we send to both the sender and the recipient after a successful upload of the data

to the MAB.

The application sends the sender a confirming e-mail, which contains the e-mail of the recipient, the accompanying text (if the sender enters it), the abbreviated and alternative link for data download, the number of files, their total size, the date of file expiry, and the link for deleting the data.

The application sends the recipient a notice of a new consignment, which contains the accompanying text (if the sender enters it), the sender's e-mail, the abbreviated and alternative link for data download, the number of files, their total size, and the file expiry date.

If at least one of the recipients downloads the data from the sender, we shall send an information e-mail about the file download, which contains the e-mail of the recipient, who downloaded the data, the link to the files, the number of the files, and their total size.

### **File Transfer**

The MAB administers the needed technical equipment for the file transfer. The user is fully and exclusively responsible for the files transferred via the MAB. When using the MAB application, you agree that MyAirBridge bears no responsibility for the application's failure, the file transfer or deletion, the damage or loss of the data, information or contents.

When using the MAB application, you guarantee that you have all the required authorisations to distribute, transfer, store, and disclose online and for downloading the file used, namely also from the standpoint of copyright and intellectual property rights.

### **Application Background**

All graphical components, advertisements, logotypes, and everything located on the background behind the application (the sending box) are the intellectual property of the rights holders. Therefore, you cannot copy and further distribute these elements without the rights holder's consent. The MAB does not bear any responsibility towards the users or third parties for the contents of the advertisement, background, product or service offered via the application background, furthermore for the links, to which the application background may refer, or the damage arisen due to the repeated use of the background, its modification, including, inter alia, the trademarks or copyright of the protected works.

The MAB has the right to delete any background without previous notice, block access to the profile, the background or into the service to anybody, if it ascertains according to its own consideration or based on a notice, that the background is used in conflict with these Terms and Conditions, including all valid regulations or ordinances.

### **Prohibition**

It is prohibited to use the MAB application, if by its use you infringe any laws, personal data protection rights, intellectual property rights, possibly if you assist the infringement of any laws.

It is expressly forbidden to send, share or store to the MAB files containing child pornography, files supporting violence, hatred, racism, etc., files, which you have no authorisation to transfer and copy, files infringing any rights and laws. It is also prohibited to attack the infrastructure and servers of the MAB and the network, which it utilises for data transfer, to transfer and spread viruses, malware, spam, unsolicited e-mail, phishing e-mails, etc., pretend a relationship with an entity or person and act as someone else. It is also forbidden to send files, which have derogatory, obscene, defamatory, profane contents, contents belittling or promoting gambling, sale and use of alcohol, tobacco products or illegal drugs. If we ascertain based on our own investigation or a documented and valid complaint that you break any law, we have the right to remove all files, which infringe the law, disclose the files during court proceedings, based on court ordinances, during negotiations with the authorities active in the criminal proceedings, for the purposes of securing national safety and public safety protection, including the cases of enforcing our application use Terms and Conditions, without previous notice.

### **Responsibility**

The MAB is an application without warranties. We do not guarantee the fitness of its use for a specific purpose, we do not guarantee that the service shall be available without an interruption and permanently, that it shall not contain errors, and that it shall be secured. The user uses the application on his own risk and responsibility. MyAirBridge is not liable for the damage caused by the use of the MAB application. The user takes over the responsibility for any problems and liabilities resulting from the data transfer via the MAB application or the storing of the data on the MAB servers. If laws or the application use terms and conditions are breached or the application is used in any way or if any third party claims that the files transferred via the MAB application infringe its rights, the user bears full responsibility and undertakes to protect and indemnify MyAirBridge including its employees in case of arisen claims, damage, losses, and costs.

In any case, MyAirBridge bears no responsibility towards the application users or third parties for possible damage arisen by the use of the MAB application based on any warranty, contract, civil wrong, including negligent wrong, or another legal interpretation, namely even if MyAirBridge was informed about the arising of such damage and any problem limiting the basic purpose was found.

Within the scope permitted by the binding legal regulations, MyAirBridge bears no responsibility for the damage arisen due to a breach of the service provision contract, illegal activity or for any other reason, namely even in case of accidental, special, and consequential damage, arising in connection with the use of the MAB service, possibly the impossibility of its use.

If MyAirBridge is liable pursuant to the binding legal regulations, the aggregate liability for any claims resulting from the use of the MAB application shall not exceed 50 EUR per individual case.

### **Resolution of Disputes**

All possible disputes on any topic and in the matters concerning MyAirBridge and the use of the MAB application shall be solved by the courts in Prague in the Czech Republic. All rights and obligations resulting from these Terms and Conditions are interpreted, governed, and enforced in accordance with the laws of the Czech Republic. No objection is admitted against the jurisdiction and competence of the courts in the Czech Republic.

## **News**

MAB application users can subscribe to MyAirBridge email updates, which provide information on news, functions, and more. These updates are sent out no more than once a month, and users can unsubscribe at any time. The unsubscribe link is found at the bottom of every email update. The user is permanently removed from the database upon unsubscribing.

## **General Provisions**

The application use Terms and Conditions have preferential validity and replace all previous arrangements, oral or written offers and agreements. In case some part of the Terms and Conditions loses validity, the user remains to be bound by the remaining provisions of the application use conditions. We will answer possible questions at: [info@myairbridge.com](mailto:info@myairbridge.com) (communication takes place in English).

## **MyAirBridge.com Profile (Expansion Terms and Conditions of the Use of the MyAirBridge.com Application)**

### **Profile**

The expansion terms and conditions of the use of the MAB application serve for complementing the agreements between the MAB and the MAB application user, who purchases one of the profiles (or plans).

For creating a profile with the MAB, registration is necessary, that is e-mail verification. We shall send a password for the application to the entered e-mail, which the user may subsequently change. After registering with the MAB, the user will start to have the incoming and outgoing consignments shown.

For utilising the expanded services of the MAB application, it is necessary to pay one of the profiles (or plans). We offer a possibility of an annual or a monthly payment.

After purchasing the profile, the user may send consignments up to the size of 100 GB per consignment, namely according to the plan he purchases. The MAB has the right to reject any excessive transfers. The MAB profile extends the file expiry according to the purchased plan, possibly the files can be saved on the MAB server for a longer period, namely up to the capacity according to the purchased plan. The profile also provides the option to save data directly to one's storage area (the storage area size depends on the user's plan) and the ability to further edit, copy, move, or share the data with other users. You can also insert your own background and logotype into the profile, thus adapting the e-mail template. The MAB application remembers the e-mail addresses for simplifying repeated use (for more information, see the Personal Data Protection document). The e-mail addresses can also be separately administered and complemented.

## Payment

For the settlement of expanded services in the form of plans or profiles, we use Safecharge and PayPal. We support payment using a credit/debit card via Safecharge or PayPal. So that the service can be used without an interruption, PayPal or the MAB application (or PayPal and the MAB) shall notify the user that a recurring payment will be made or that a payment must be before the next accounting period.

When entering the personal data in Safecharge or PayPal, make sure your personal data is precise, complete, and current. You are responsible for the accuracy of your data, the information about your profile, the e-mail address, and all payment data entered in the Safecharge or PayPal service. If the payment fails, the credit card validity expires or your payment data is invalid, your profile (plan) may be terminated and the stored data subsequently deleted.

With the expanded services of the MAB application, you agree with these terms and conditions.

The MAB application can be expanded with the "Basic", "Pro", and "Enterprise" plans (see: <https://info.myairbridge.com/en/plans>) with the possibility of monthly or annual payment. You acknowledge that the fees may change for various reasons.

The annual subscription is paid for an annual cycle in advance and can be settled using a credit card or PayPal. Subscriptions paid via PayPal can be cancelled by not paying for the next period, the current subscription will work for one year (annual invoicing cycle) from the day of profile payment performance, namely without a title to a compensation of the fee already paid (or its part). Annual subscriptions paid by credit/debit card can be made through recurring payments. Payments can be cancelled through the MAB application by going to the "Plans" section and choosing "Free Registration". The currently running subscription will remain active until it expires, at which time it will not be renewed and the subscription will be cancelled. After the termination of the validity of the expanded services of the MAB application, all files of the user will be automatically and permanently deleted. The profile, that is the registration into the MAB application, remains with the users. Before the completion of the subscription period paid via PayPal, we send the user notices 14 days, 9 days, and 4 days in advance concerning the necessity of extending the subscription by a new payment. We warn about the automatic data deletion on the 1st and 6th day after the plan's expiry. With annual subscriptions paid by credit/debit card, users will be notified 10 days prior to the annual subscription fee charge to the card.

Monthly subscription fees are automatically paid in advance and are charged to the user's credit/debit card or PayPal account every month. The subscription can be cancelled by logging in to the MAB account, going to the "Plans" section, and choosing "Free Registration". The currently running subscription will remain active until it expires, at which time it will not be renewed and the monthly subscription will no longer be charged, and the recurring payment will be cancelled. The current subscription will continue to work for one month (monthly invoicing cycle) from the day that the payment was made, without the right to a refund for paid fees (or any part thereof). The user is obliged to maintain the balance in their account sufficient for the Safecharge or PayPal service to debit the fee for the profile (plan). If it is impossible to debit the fee for any reason, the user's plan shall be terminated. After the termination of the expanded services of the MAB application, all

the user's files will be automatically and permanently deleted. The profile, that is the registration into the MAB application, remains with the users. Before the automatic data deletion, we send notices to the users 5 days, 3 days, and 1 day in advance (paid via Paypal), 7 days, 4 days, 1 day in advance (paid via Safecharge).

The individual plans can be upgraded to higher plans, we automatically keep active the highest plan.

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## **Notice and Take Down Policy**

If MyAirBridge ascertains or is informed that illegal files and contents are located on the servers of its application, it shall proceed pursuant to the Notice and Take Down policy (hereinafter, only the NTD). By using the MAB application, you agree that the NTD policy applies to you.

The notifying party is obliged to ensure the correctness and completeness of its notice. For MyAirBridge, it should be verifiable that the notice comes from a supervisory authority, from an investigation of the authorities active in the criminal proceedings or from the authority of the attorney general, as far as a formal legal ordinance is concerned. A notice of a different nature than the aforementioned must contain at least the following: the contact data of the notifying party, i.e. the name, position, organisation, address, e-mail address, all information MyAirBridge needs for evaluating the legitimacy of the disputable contents, including the URL, furthermore the reason MyAirBridge should be best agent for solving the problem, why is the notified action in conflict with the terms and conditions of use of the MyAirBridge application, the NTD policy or the personal data protection rules, and furthermore what is the notifying party's motivation concerning the lawlessness of the contents.

## **Indemnity**

The notifying party shall indemnify MyAirBridge for all claims of the user providing the disputable contents, which will relate to how MyAirBridge processed the notice and furthermore for all claims of that user related to the contents, which the user sent via the MAB service.

## **Process**

MyAirBridge distinguishes individual notices as: notices from a supervisory authority, authorities active in the criminal proceedings or the authority of the attorney general, as far as a formal legal ordinance is concerned, notices of unambiguously unlawful and punitively objectionable contents from another than the aforementioned sources, and other notices. Should MyAirBridge ascertain that the contents are unambiguously unlawful, they shall be removed. If the contents do not break the law unambiguously, they shall not be removed and MyAirBridge shall inform the notifying party about it. If MyAirBridge cannot assess, whether the file in question is unambiguously

unlawful, it shall inform the contents provider about it with the following request: remove the contents, contact the notifying party for the purpose of resolving the issue directly – in this case, should the parties be unable to achieve agreement, the notifying party may submit a notice to the police in case of a criminal offence suspicion. If the contents are unlawful pursuant to the civil law, the notifying party may commence proceedings with the contents provider before a Czech court. In case the contents provider does not want to identify the disputable contents to the notifying party sufficiently, MyAirBridge has the right to remove the disputable contents or provide the notifying party with the available information about the contents provider. The NTD policy shall be applied as soon as possible, within 14 days at the latest.

### **Queries**

We will answer possible questions at: [info@myairbridge.com](mailto:info@myairbridge.com) (communication takes place in English).