

Skyda Terms of Service

Valid from 30 May 2023

Last updated at 05 March 2024

These Terms of Service define Skyda's relationship with you as you use Skyda's services, including websites, applications, subscriptions, and more. It is important that you read and understand these Terms of Service because to use our services (**Services**) you must accept and observe these terms.

Besides these Terms of Service, Skyda's relationship with you is also defined by the Privacy Policy; it is important that you read and understand the Privacy Policy as well.

[1] Service Provider

Skyda services are provided to you by and you are contracting with:

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| Name and legal form | Dragon Secure GmbH |
| Registered office address | Bahnhofstrasse 20, 6300, Zug, Switzerland |
| Name of the register | Commercial Register of Kanton Zug |
| Unique identification number (UID) | CHE-280.091.217 |
| Swiss VAT number | CHE-280.091.217 MWST |

[2] Our Services

Minimum Age. You must be at least 13 years old to use our Services. The minimum age to use our Services without parental approval may be higher in your home country. In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have authority to agree to our Terms in your country or territory, your parent or guardian must agree to our Terms on your behalf. Please ask your parent or guardian to read these Terms with you.

Account Registration. To create an account you must register for our Services using your e-mail address.

Privacy of User Data. Skyda does not sell, rent or monetize your personal data or content in any way – ever.

Please read our Privacy Policy to understand how we safeguard the information you provide when using our Services. For the purpose of operating our Services, you agree to our data practices as described in our Privacy Policy.

Software. In order to enable new features and enhanced functionality, you consent to downloading and installing updates to our Services.

Fees and Taxes. You are responsible for data and mobile carrier fees and taxes associated with the devices on which you use our Services.

[3] Using Skyda

Skyda is a free application that provides a wide range of services, **including audio, video calls, chats, group chats, audio messages, file transfers and vault for storing encrypted files locally.**

As an addon, Skyda also provides services such as VPN (Virtual Private Network) to eligible users.

When you obtain addons via a third party (App Store or Google Play), your purchase may be further subject to the third party's terms as agreed between you and the third party. For Paid Services obtained via a third party, your billing relationship will be directly with the applicable third party.

Removing the Skyda application from your device does not delete your Skyda account. You may delete your Skyda account at any time by closing your account through the Skyda app settings.

Changes. While we do not anticipate frequent changes to the features of Skyda, we reserve the right to change both these terms and the fees in effect on renewal of your services, to reflect factors such as changes to our business, different product offerings, or new economic conditions.

[4] Subscription Services

In addition to our range of free services, Skyda offers subscription-based add-ons, such as the VPN (Virtual Private Network), to enhance your online privacy and security. While messaging and other core functionalities within Skyda remain free, our VPN service requires a monthly subscription.

VPN Subscription Details:

- **Cost:** The VPN service is offered at a monthly fee of \$5.99. Please note, this amount may vary based on local taxes and currency exchange rates applicable in your country.
- **Automatic Renewal:** The VPN subscription is subject to automatic renewal every month. You do not need to manually renew the subscription to continue using the service.
- **Payment Platforms:** All payments for the VPN subscription are processed through the Apple App Store or Google Play Store, depending on your device. Skyda leverages these platforms to offer a secure and straightforward payment process.
- **Email Notifications:** We will send you a reminder email before your account is charged for the next month. This email serves as a pre-charge notification, allowing you to review your subscription status.
- **Cancellation Process:** If you decide to cancel your VPN subscription, the cancellation must be done through the platform used for payment—either the Apple App Store or Google Play Store. Instructions for cancellation can typically be found in the account settings section of the respective platform. Canceling your subscription will stop future payments, but you will retain access to the VPN service until the end of your current billing period.

[5] Legal and Acceptable Use

You agree to use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate or infringe the rights of Skyda, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, and auto-dialing.

[6] Rights and License

Your Rights. You own the information you submit through our Services. You must have the rights to the e-mail address you use to sign up for your Skyda account.

Skyda's Rights. We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our written permission. To report copyright, trademark, or other intellectual property infringement, please contact info@skyda.co.

Skyda's License to You. Skyda grants you a limited, revocable, non-exclusive, and non-transferable license to use our Services in accordance with these Terms of Service.

[7] Disclaimers and Limitations

Disclaimers. YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE PROVIDE OUR SERVICES ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. SKYDA DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR-FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, "SKYDA PARTIES") FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, "CLAIM") AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES.

Limitation of Liability. THE SKYDA PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS

OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE SKYDA PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100). THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE SKYDA PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Availability of Our Services. Our Services may be interrupted, including for maintenance, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time.

[8] Resolving Disputes and Ending Terms

Resolving disputes. Feel free to [contact us](#) to resolve any issues directly. If you cannot resolve your issues with us, you can resolve disputes exclusively in the courts of Switzerland. If you are a user based in the European Economic Area, you can also resolve disputes in the courts of the country where you are based (in legal terms, where you are domiciled). The law of Switzerland applies exclusively to these Terms of Service and your relationship with Skyda. If you are a user based in the European Economic Area, certain protections of the law of the country where you are based (in legal terms, where you have a habitual residence) can also apply.

Ending these Terms. You may end these Terms with Skyda at any time by closing your account through the Skyda app settings. Closing the account through app settings will terminate the Terms. However, please note that simply deleting the Skyda App from your device does not stop any subscription you may have or delete your account data from our servers. If you have an active subscription or in-app purchases, in addition to closing your account through the app settings, you must also cancel the subscription in your Google Play Settings or Apple App Store's Settings.

We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for Skyda. The following provisions will survive termination of your relationship with Skyda: "Licenses," "Disclaimers," "Limitation of Liability," "Resolving dispute," "Availability" and "Ending these Terms," and "General".

[9] General

Skyda may update the Terms of Service from time to time. When we update our Terms, we will update the "Last Modified" date associated with the updated Terms. Your continued use of our Services confirms your acceptance of our updated Terms and supersedes any prior Terms. You will comply with all applicable export control and trade sanctions laws. Our Terms cover the entire agreement between you and Skyda regarding our Services. If you do not agree with our Terms, you should stop using our Services.

If we fail to enforce any of our Terms, that does not mean we waive the right to enforce them. If any provision of the Terms is deemed unlawful, void, or unenforceable, that provision shall be deemed severable from our Terms and shall not affect the enforceability of the remaining provisions. Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country. If you have specific questions about these Terms, please contact us at info@skyda.co.