



## Terms and Conditions

### Agreement between User and [www.skybriz.com](http://www.skybriz.com)

**Effective as of November 1, 2023**, [www.skybriz.com](http://www.skybriz.com) (the "Site") is a digital platform operated by **SKYBRIZ LLC**, a veteran-owned technology company specializing in modernizing real estate experiences through digital innovation, media, education, and property management.

The Site is provided to you subject to your full and unaltered acceptance of the terms, conditions, and notices outlined herein (collectively, the "Terms"). By accessing or using the Site, you agree to be bound by these Terms. Please read them carefully and retain a copy for your records.

SKYBRIZ LLC builds and operates platforms such as **SkyNest** and produces digital content including **SkyCast**, **Housing Insights**, and **Chronicles**, while also managing select real estate properties. These offerings provide users with rental listings, educational tools, interactive features, multimedia content, and opportunities for community engagement.

SKYBRIZ may display advertising, sponsored content, and third-party promotions across its digital properties. Such content is carefully selected based on its relevance to our audience and alignment with SKYBRIZ values. All advertisements are curated to enhance, not disrupt, the user experience. By continuing to use the Site, you acknowledge and accept the presence of such content.

#### 1. Privacy

- I. Your use of [www.skybriz.com](http://www.skybriz.com) is subject to SKYBRIZ LLC's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

#### 2. Electronic Communications

- I. By visiting [www.skybriz.com](http://www.skybriz.com), using our platforms (such as SkyNest), or contacting SKYBRIZ LLC electronically, you consent to receive communications from us in digital form. This includes email, in-app notifications, website updates, or other digital channels. You agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### 3. Your Account

- I. If you create or use an account on any SKYBRIZ platform—including [www.skybriz.com](http://www.skybriz.com), the SkyNest app, or any related service—you are solely responsible for maintaining the confidentiality of your login credentials and for restricting access to your devices. You agree to accept full responsibility for all activity that occurs under your account.



- II. You may not assign or transfer your account to any other person or entity. SKYBRIZ LLC is not liable for any unauthorized access resulting from your failure to safeguard your account information.
- III. We reserve the right to refuse or discontinue service, terminate accounts, or modify content at our sole discretion, especially in cases of suspected misuse, policy violation, or security concern

#### **4. Children Under Thirteen**

- I. SKYBRIZ LLC does not knowingly collect personal information from children under the age of 13 across any of its platforms, including [www.skybriz.com](http://www.skybriz.com), the SkyNest app, or any affiliated services.
- II. If you are under 18, you may only use SKYBRIZ services with the express permission of a parent or legal guardian. If we become aware that we have collected information from a child under 13 without verified parental consent, we will take steps to delete such information promptly.

#### **5. Links to Third Party Sites/Third Party Services**

- I. SKYBRIZ LLC platforms—including [www.skybriz.com](http://www.skybriz.com), SkyNest, and any associated services—may contain links to external websites ("Linked Sites") or integrate services provided by third parties. These Linked Sites are not under the control of SKYBRIZ LLC, and we are not responsible for the content, functionality, security, or privacy practices of any Linked Site. The inclusion of any link is provided for convenience only and does not imply endorsement or affiliation unless expressly stated.
- II. Certain services offered by SKYBRIZ—such as payment processing, geolocation, content hosting, or communication features—may be powered by third-party providers. By using SKYBRIZ platforms, you acknowledge and consent that your data may be shared with such providers as necessary to deliver the requested features, in accordance with our Privacy Policy and applicable data protection laws.

#### **6. No Unlawful or Prohibited Use/Intellectual Property**

- I. You are granted a non-exclusive, non-transferable, revocable license to access and use As a condition of your use, you agree not to use SKYBRIZ services for any unlawful or prohibited purpose, or in any way that could damage, disable, overburden, or impair any SKYBRIZ platform or interfere with another user's experience. You may not attempt to access any materials, data, or features through unauthorized means not intentionally provided by SKYBRIZ LLC.
- II. All content made available through SKYBRIZ platforms—including but not limited to text, graphics, logos, images, designs, videos, software, blog posts, and compilations thereof—is the exclusive property of SKYBRIZ LLC or its content providers. This



content is protected by copyright, trademark, and other applicable intellectual property laws.

- III. You agree not to reproduce, distribute, transmit, publish, modify, reverse engineer, create derivative works from, or exploit any content found on SKYBRIZ platforms without prior written consent. SKYBRIZ content is not for resale, and your use of the platform does not grant you any ownership or licensing rights in the protected materials.
- IV. You also agree not to alter, remove, or obscure any copyright, trademark, or attribution notices embedded in or accompanying the content. All protected content may only be used for personal, non-commercial purposes unless expressly authorized in writing by SKYBRIZ LLC or the respective copyright holder.

## **7. Use of Communication Services**

- I. SKYBRIZ LLC platforms—including [www.skybriz.com](http://www.skybriz.com) and the SkyNest app—may provide users with access to communication tools such as group messaging, private messaging between renters and property owners, inquiry forms, and other interactive channels (collectively, “Messaging Services”). These features are designed to facilitate safe and appropriate communication related to rental listings, platform features, and community interaction.
- II. You agree to use Messaging Services only for lawful, respectful, and platform-relevant purposes. Prohibited behavior includes, but is not limited to:
  - Harassment, abuse, threats, or hate speech.
  - Sending spam, promotional content, or unsolicited messages unrelated to property inquiries or platform use.
  - Impersonation of others or misrepresentation.
  - Sharing obscene, defamatory, or illegal content.
  - Uploading malware, scripts, or harmful software.
  - Attempting to bypass moderation, filters, or platform policies.
- III. SKYBRIZ LLC reserves the right to monitor, review, and remove messages or content sent through its Messaging Services at its sole discretion. Accounts may be suspended or terminated for violations.
- IV. Users are responsible for their own communications and should exercise caution when sharing personal information. While SKYBRIZ provides tools for user interaction, we do not guarantee the accuracy, intent, or reliability of any user-generated content and disclaim all liability arising from your use of Messaging Services.
- V. Messaging features are provided as-is and may be modified or discontinued at any time to improve user safety, compliance, or platform functionality.

## **8. User Submissions and Content Provided to SKYBRIZ LLC**



- I. SKYBRIZ LLC does not claim ownership of any materials you submit through [www.skybriz.com](http://www.skybriz.com), the SkyNest app, or any affiliated SKYBRIZ platform (including feedback, property listings, profile content, messages, media uploads, or suggestions). However, by submitting content to our platforms (“Submissions”), you grant SKYBRIZ LLC and its affiliates a worldwide, royalty-free, non-exclusive license to use, reproduce, modify, adapt, publish, translate, display, and distribute your content solely for the purpose of operating and improving our services.
- II. This includes the right to use your Submission in connection with listing displays, profile information, user messaging, platform features, promotional use, and other platform-related functions. You also grant permission to publish your name or username in connection with your Submission, where appropriate.
- III. You acknowledge that SKYBRIZ LLC is under no obligation to publish or retain any Submission you provide and may remove content at its sole discretion. No compensation will be paid for any Submission, unless expressly agreed upon in writing.
- IV. By submitting content, you represent and warrant that:
  - You own or have the necessary rights and permissions to use and license the content.
  - Your Submission does not infringe upon any intellectual property, privacy, or contractual rights.
  - The content is not false, misleading, defamatory, or unlawful.

SKYBRIZ LLC reserves the right to remove or reject Submissions that violate these terms or are inconsistent with the purpose and quality standards of our platforms.

#### **9. Third-Party Account Connections**

- I. SKYBRIZ platforms may offer you the option to connect your SKYBRIZ LLC account with third-party services (such as Google, Apple, or Facebook) for the purpose of simplified login, authentication, or sharing functionality.
- II. By linking a third-party account, you authorize SKYBRIZ LLC to access and use certain account information as permitted by that service’s privacy settings. This may include your name, profile image, email address, and other data shared through the integration.
- III. You acknowledge that information shared through third-party connections is governed by the privacy policies and terms of those external platforms. If you do not wish for information to be exchanged or displayed in this way, please do not use account linking features or adjust your privacy settings on the third-party service directly.
- IV. SKYBRIZ LLC is not responsible for the availability, security, or data practices of third-party platforms.



## **10. International Users**

- I. SKYBRIZ LLC services are controlled and operated from our offices in the United States. If you access [www.skybriz.com](http://www.skybriz.com), the SkyNest app, or any affiliated SKYBRIZ platform from outside the U.S., you do so at your own initiative and are responsible for compliance with all local laws and regulations applicable in your jurisdiction.
- II. You agree not to access or use SKYBRIZ services in any country or in any manner prohibited by applicable export laws, trade restrictions, or other regulations. SKYBRIZ LLC makes no representation that the content or services available through its platforms are appropriate or lawful for use in other locations.

## **11. Indemnification**

- I. You agree to indemnify, defend, and hold harmless SKYBRIZ LLC, its officers, directors, employees, agents, affiliates, and third-party partners from and against any and all claims, losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees) arising from or related to:
  - Your use or misuse of SKYBRIZ platforms (including [www.skybriz.com](http://www.skybriz.com), the SkyNest app, or related services);
  - Any content or materials you post, submit, or transmit through our services.
  - Your violation of these Terms or any applicable laws, regulations, or third-party rights.

SKYBRIZ LLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such cases, you agree to cooperate fully with SKYBRIZ in asserting any available defenses.

## **12. Arbitration**

- I. In the event that a dispute arises between you and SKYBRIZ LLC relating to these Terms and Conditions, or any use of our platforms or services, and the parties are unable to resolve the matter informally, such dispute shall be resolved exclusively through final and binding arbitration.
- II. The arbitration shall be conducted by a single neutral arbitrator in accordance with the Federal Arbitration Act and administered by the American Arbitration Association (AAA) or a similar arbitration body agreed upon by both parties. The arbitration will take place in a location mutually agreed upon by the parties.
- III. The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction. The parties agree that all claims, including but not limited to contract, tort, or statutory claims, shall be subject to this arbitration clause. The prevailing party in any arbitration or related proceeding shall be entitled to recover reasonable attorney's fees and costs.



- IV. This arbitration provision will survive the termination of these Terms and Conditions and shall apply to any dispute or claim arising from or related to your use of SKYBRIZ platforms, directly or indirectly. The interpretation and enforcement of this section shall be governed by the Federal Arbitration Act.

### 13. Class Action Waiver

- I. Any arbitration under these Terms and Conditions will take place on an individual basis; class All arbitration proceedings under these Terms and Conditions must be conducted on an individual basis. You and SKYBRIZ LLC agree that **neither party may bring claims as a plaintiff or class member** in any purported class, collective, or representative action.
- II. Unless both parties agree otherwise in writing, the arbitrator may not consolidate multiple users' claims into a single proceeding or preside over any form of a representative or class arbitration.
- III. This waiver applies to class actions, mass actions, private attorney general actions, and any other legal proceeding where parties seek to act in a representative capacity. By using SKYBRIZ platforms, you acknowledge and accept this limitation as part of your agreement to these Terms.

### 14. Liability Disclaimer

- I. The information, software, services, and related content provided through SKYBRIZ LLC platforms—including [www.skybriz.com](http://www.skybriz.com), the SkyNest app, and other affiliated services—may contain inaccuracies, typographical errors, or outdated material. SKYBRIZ LLC and its suppliers may make improvements or changes at any time without prior notice.
- II. SKYBRIZ LLC makes no representations or warranties about the reliability, accuracy, timeliness, or suitability of any content, services, or features available through its platforms. All such content and services are provided “as is” and “as available,” without warranties of any kind.
- III. To the maximum extent permitted by applicable law, SKYBRIZ LLC and its affiliates expressly disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- IV. Under no circumstances shall SKYBRIZ LLC or its suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages—such as loss of use, data, profits, or business opportunity—arising out of or related to the use of our platforms or the inability to access them. This applies whether the claim is based in contract, tort, negligence, strict liability, or otherwise—even if SKYBRIZ LLC has been advised of the possibility of such damages.



- V. Because some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, these limitations may not apply to you.
- VI. If you are dissatisfied with any portion of the SKYBRIZ platforms or these Terms, your sole and exclusive remedy is to stop using the services.

#### **15. Termination/Access Restriction**

- I. SKYBRIZ LLC reserves the right, in its sole discretion, to suspend or terminate your access to any portion of our platforms—including [www.skybriz.com](http://www.skybriz.com), the SkyNest app, and related services—at any time and without prior notice.
- II. This agreement is governed by the laws of the State of New York, and you consent to the exclusive jurisdiction and venue of courts located in New York for any disputes related to the use of our platforms. Access to the platform from jurisdictions that do not uphold the full provisions of these Terms is considered unauthorized.
- III. This agreement does not create any partnership, joint venture, employment, or agency relationship between you and SKYBRIZ LLC.
- IV. SKYBRIZ LLC's compliance with applicable laws and legal processes will always take precedence over any part of this agreement. Nothing herein limits our ability to cooperate with law enforcement or regulatory authorities regarding your use of the platform or related data.
- V. If any provision of this agreement is held to be invalid or unenforceable, that portion shall be replaced by an enforceable term that closely matches the intent of the original, and the remainder of the agreement will remain fully effective.
- VI. Unless otherwise specified, this agreement constitutes the entire understanding between you and SKYBRIZ LLC with respect to your use of the platform, superseding any prior communications or proposals.
- VII. A printed version of this agreement, and any notices delivered electronically, shall be admissible in legal proceedings to the same extent as other business records originally generated in printed form.
- VIII. It is the express intention of all parties that this agreement and related documents be written in English.



## **16. Changes to Terms**

- I. SKYBRIZ LLC reserves the right, at its sole discretion, to update, modify, or replace these Terms at any time. Any changes will become effective immediately upon posting the updated Terms on our platforms, including [www.skybriz.com](http://www.skybriz.com) and the SkyNest app, unless otherwise stated. The most current version of the Terms will supersede all prior versions.
- II. We encourage you to review the Terms periodically to remain informed of any updates. Your continued use of our platforms after changes are posted constitutes your acceptance of the updated Terms.

## **17. Contact Information:**

If you have any questions or concerns regarding this Terms, please do not hesitate to contact us at [contact@skybriz.com](mailto:contact@skybriz.com)

*Last Updated: August 4th, 2025*