

## **Terms and conditions and Legal information**

**Please read these terms and conditions of use and this legal information (hereinafter - the Terms of Use) carefully before using this website.**

### **1. General provisions**

The owner of this website [www.skyup.aero](http://www.skyup.aero) (hereinafter - the Website) is SKYUP Airlines LLC, a legal entity established under the laws of Ukraine, having its registered address at: 201/203-2a, Kharkivske Highway, 02121, Kyiv

By using the SkyUp Airlines website [www.skyup.aero](http://www.skyup.aero) and other related mobile applications, services and tools, you agree to these Terms of Use, SkyUp Airlines Privacy Policy and Cookie Policy without any notices.

Consent is considered to be provided when accessing and using the Website. Regarding the use of certain services, SKYUP Airlines LLC may ask the Users to give their consent again by clicking on the appropriate confirmation field and/or agree to additional General Terms and Conditions of the Agreement.

If you do not agree to these Terms of Use, you agree not to use this Website and its contents.

### **2. Purpose of the Website**

The information on the Website is collected solely for the purpose of providing information about SKYUP Airlines LLC and partners and offered services, as well as providing the Users with the opportunity to order, buy or book the offered services and goods (hereinafter - "the Transactions").

These Terms of Use are applied to any use and to all the Transactions performed by the Users now or in the future through the Website.

If the Users carry out Transactions with the third parties through the Website, it is considered that a direct agreement has been executed between the User and the third party.

### **3. Permitted use**

The right of use is limited to the Users who have access to the website, browse it and perform Transactions.

You may not use this Website and other related mobile applications, services and tools for any purpose other than personal non-commercial purposes.

The Users may not include links to the Website to other websites without the prior written consent of SKYUP Airlines LLC.

### **4. Preservation of all rights to ensure permitted use and/or prevention of unauthorized use**

SKYUP Airlines LLC reserves the absolute right to take all measures that the company deems necessary against all parties and without notice, in order to preserve its rights and prevent unauthorized use, including the use of blocking technology (which may include automated search of such parties' websites, analysis of screen data that results in such parties browsing this website in violation of the terms of use of such parties' websites or any similar or related actions) and / or initiating legal proceedings.

## **5. Intellectual property**

All information, such as text, images, videos, software, products, services and other information contained or presented on the Website is subject to copyright, trademark rights, database rights and (or) other intellectual property rights, and accordingly may not be modified, copied, submitted, licensed, published, downloaded, sent or used in any other way without the prior written consent of SKYUP Airlines LLC or the respective owner.

The User has the right to use the Website for his own personal use, subject to all copyrights and other property rights.

## **6. Booking**

SKYUP Airlines LLC makes the website reservation system available only to allow Users to check the availability of goods or services related to air transportation and to perform Transactions with SKYUP Airlines LLC and third-party suppliers.

In order to use certain services and perform Transactions, the User must also accept not only these Terms of Use, but also the contractual terms applied in each case.

## **7. Exclusive sales agent**

ALIMPIKA AVIATION LTD is the only exclusive agent authorized to sell tickets for Skyup Airlines flights separately or together with other services in the European Union (hereinafter - the Territory).

ALIMPIKA AVIATION LTD (hereinafter - the Agent) is a legal entity under the laws of Cyprus and registered at Ilektras, 19 Office 102, Kokkinotrimithia, 2660, Nicosia, Cyprus. The Agent's right is established on the basis of the Agent's sales agreement between Skyup Airlines LLC and the Agent.

The Agent provides services using the booking system through the Website for passenger transportation on scheduled flights, additional services for passengers on the territory (hereinafter - the Passenger Services) and is fully responsible for fulfilling its obligations to book and sell services for passengers in the Territory. The Agent is responsible for verifying the validity of the User's payment card and transferring funds to SKYUP Airlines LLC for all authorized Transactions.

## **8. Responsibility**

The User is responsible for all costs, fees, taxes and claims incurred as a result of his/her use of the Website. The access data provided to the User for his/her account is intended for his/her personal use and should be treated as confidential. All transactions performed through the account must be attributed to the account holder and are mandatory for him/her.

The user is liable for direct and indirect damage, as well as for consequential damage caused by negligence or intent.

The information, software, products and services published on the Website may contain minor inaccuracies or spelling errors.

SKYUP Airlines LLC excludes, to the extent permitted by the current legislation of Ukraine, any liability for direct or indirect damage, as well as consequential damage caused by the use of this Website.

## **9. Links**

The Website may contain links to other websites that are not operated by SKYUP Airlines LLC. SKYUP Airlines LLC is not responsible for the content of these websites and is not responsible for any damage caused by the content of these websites.

#### **10. Applicable law and jurisdiction**

SKYUP Airlines LLC at its own discretion may initiate legal proceedings against any party who violates these Terms of Use, at its option in Ukraine, either at the place of violation or at the place of permanent residence of such party, and if there are more parties, at permanent residence of any of these parties.

#### **11. Amendments**

SKYUP Airlines LLC reserves the right to amend these Terms of Use at any time, as well as all documents, information and offers posted on the Website. If amendments are made, they shall be valid from the date of publication on the Website. Subsequent use of the Website after such amendments will be deemed as the User's consent to the amendments.