



# **Terms of Service**

**VER. 1.1 – 22 OCT 2024**

## 1. General

- 1.1. The terms used in this document have the following meanings:
  - 1.1.1. **Service Provider** or **We** or **Us** or **Our**: FlyByIT Solutions Maksymilian Markow, ul. Cechowa 95a, 30-685 Kraków, NIP: 6793302519.
  - 1.1.2. **SkyPath** or **Service**: websites under the main domain address [www.skypath.pl](http://www.skypath.pl) with subdomains [\\*.skypath.pl](http://*.skypath.pl) appropriate for virtual airlines of the web and desktop application, which allows the management of a Virtual Airline and recording of flight parameters in the flight simulator.
  - 1.1.3. **Account**: a collection of resources managed by the Service Provider for the User under a unique name (login), including the User's data and information concerning the usage of the Service.
  - 1.1.4. **Applications**: the software that forms the web and desktop applications which are made available to the Users.
  - 1.1.5. **Pilot**: a User who, free of charge, has access to the Service in order to use it to participate in a Virtual Airline.
  - 1.1.6. **Virtual Airline**: a group of people who, for hobbyist purposes, use flight simulator software to model the operations of an actual or fictional airline.
  - 1.1.7. **Virtual Airline Manager**: a User who, in exchange for a fee, has access to the Service in order to use it to create and manage a Virtual Airline.
  - 1.1.8. **User** or **You**: a person who has access to Our website ([www.skypath.pl](http://www.skypath.pl)) or to the Service as a Pilot, Virtual Airline Manager or both.
- 1.2. These Terms of Service describe in particular:
  - 1.2.1. the ways You can enter into agreement with Us, in connection with the Service,
  - 1.2.2. the general functionality of the Service and the technical requirements to use it,
  - 1.2.3. the rules according to which We provide the Service,
  - 1.2.4. the contact details,
  - 1.2.5. the procedure for handling complaints,
- 1.3. The Terms of Service are accompanied by the [Privacy Policy](#) which describes the methods and legal bases for processing of Your personal data.
- 1.4. Everyone can access and download the Terms of Service free of charge via Our website: [www.skypath.pl](http://www.skypath.pl). Upon request You may also receive a copy of the Terms of Service via e-mail.
- 1.5. You may contact us via [info@skypath.pl](mailto:info@skypath.pl).

## 2. Description of SkyPath and technical requirements

- 2.1. SkyPath is an application that allows, in particular, Virtual Airline management systems, as well as a system for recording flight parameters in a flight simulator.
- 2.2. SkyPath includes the following services:
  - 2.2.1. for Virtual Airline Managers: a web application that allows setting up and managing a Virtual Airline, including membership management, uploading airline-specific information and graphics.
  - 2.2.2. for Pilots: a web application that allows joining and participating in a Virtual Airline, and a desktop application for recording flight parameters in a flight simulator
- 2.3. To properly use the Service, the following are required:

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- 2.3.1. to use the parts of the Service accessible via a web application:
    - 2.3.1.1. an Internet connection
    - 2.3.1.2. a web browser capable of handling JavaScript, cookies, HTTPS and SSL protocols (e.g. Google Chrome, Mozilla Firefox) in a version currently supported by its developer
    - 2.3.1.3. an e-mail address.
  - 2.3.2. to use the parts of the Service accessible via a desktop application
    - 2.3.2.1. Windows 10 or later
    - 2.3.2.2. .NET 7 software or later
  - 2.4. If You lose the right to use the e-mail address to the extent necessary for the performance of the Service, as well as in the event of a change of address to another one, You must inform Us via [info@skypath.pl](mailto:info@skypath.pl) to arrange a change of the e-mail address assigned to Your Account.
  - 2.5. To log into your Account, You can either use your login credentials for SkyPath or, when available, use the Single Sign-On service provided by VATSIM.

### **3. Entering into agreements to provide the Service**

- 3.1. To become a User, You must be a natural person:
  - 3.1.1. of at least 18 years of age having full capacity to perform acts in law,
  - 3.1.2. who is still not 18 years old in the scope in which they can acquire rights and assume obligations according to the applicable provisions of law.
- 3.2. Access to the website ([www.skypath.pl](http://www.skypath.pl)) does not require registration and is governed by the Terms of Service for the duration of Your visit.
- 3.3. To use the Service as a Pilot or a Virtual Airline Manager, You must set up an Account by registering on the SkyPath website. You must provide actual contact details during registration.
- 3.4. When you set up the Account, You enter into an agreement with Us. The agreement will be in force for an indefinite period (i.e., until it is terminated) and will be governed by these Terms of Service.
- 3.5. Setting up the Account is free of charge.
- 3.6. To use the part of Service for Virtual Airline Managers, contact Us via [info@skypath.pl](mailto:info@skypath.pl). The part of the Service designed for Virtual Airline Managers is provided for remuneration. The exact terms of the agreement will be agreed upon via e-mail.
- 3.7. Virtual Airline Managers are able to accept a Pilot to use their airline, delete or suspend Pilot's account in terms of internal Pilot's airline account. Only Virtual Airline Managers manage internal Pilots accounts – they are not able to delete or suspend Pilot's SkyPath main account.

### **4. Obligations concerning the Service**

- 4.1. We will do our best to make the Service available without interruptions. However, we may temporarily discontinue the Service if it is necessary for technical reasons (maintenance, modification or repair of the system). Unless an immediate technical break is necessary for security reasons, we will inform You about a planned break no later than 12 hours before it commences.
- 4.2. We may need to contact you via e-mail to provide information about the Service.
- 4.3. You may only use Your Account. You must not share your login credentials or your Account with any other person.
- 4.4. When using the Service, You must not:

- 4.4.1. upload any content that infringes the rights of third parties, or is contrary to applicable law or social norms (e.g. defamatory),
- 4.4.2. use the Service in a way that adversely interferes with the normal operation of the Service, or the underlying IT infrastructure,
- 4.4.3. use the Service in a way that otherwise disturbs the normal use of the Service by other Users, in particular by sending unwanted messages (spam) to other Users,
- 4.4.4. make attempts to obtain access to data of other Users, or otherwise obtain unauthorized access to the Service.

## 5. Software

- 5.1. We grant you a non-exclusive, non-transferable license to use the software that we provide in connection with the Service (the parts of the web application that are accessible to You, and the desktop application), only to the extent it is necessary to reproduce them when it is necessary to use them according to their intended purpose, i.e. in connection with Your use of the Service while maintaining an active Account. If We make any documentation of the software available, You may use it to the same extent.
- 5.2. You may not use the software in ways not explicitly authorized here or in a separate agreement with Us, unless it is allowed according to mandatory provisions of the law. In particular, the license does not include the right to modify or distribute the software.
- 5.3. To the extent that software contains components to which copyright is owned by a third party (such as open source code), such components are subject to license terms described in the documentation.

## 6. Hosting of the Users' content

- 6.1. We do not actively monitor the information which we store. We also do not actively seek facts or circumstances indicating illegal activity of our Users. However, we enable the submission of notices by persons who believe that the content that We host on behalf of a User is illegal.
- 6.2. The notice should be sent to [info@skypath.pl](mailto:info@skypath.pl) and contain all of the following elements:
  - 6.2.1. a sufficiently substantiated explanation of the reasons why the individual or entity alleges the information in question to be illegal content;
  - 6.2.2. a clear indication of the exact electronic location of that information, such as the exact URL or URLs, and, where necessary, additional information enabling the identification of the illegal content adapted to the type of content and to the specific type of hosting service;
  - 6.2.3. the name and email address of the individual or entity submitting the notice, except in the case of information considered to involve one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU;
  - 6.2.4. a statement confirming the bona fide belief of the individual or entity submitting the notice that the information and allegations contained therein are accurate and complete.
- 6.3. Where the notice contains the electronic contact information of the individual or entity that submitted it, We will, without undue delay, send a confirmation of receipt of the notice. We will also, without undue delay, notify that individual or entity of its decision in respect of the information to which the notice relates, providing information on the possibilities for redress in respect of that decision.

- 6.4. We will process any notices that We receive under the mechanisms described above and take the decisions in respect of the information to which the notices relate, in a timely, diligent, non-arbitrary and objective manner.
- 6.5. If, after the notice mentioned above, We decide that information provided by the User is illegal content, or is contrary to the Terms of Service, we may restrict the visibility of such information or disable access to it. In the case of repeated infringements, we may terminate the agreement (i.e. disable the User's Account). The affected User will receive a clear and specific statement of reasons for any of such restrictions. The statement will include:
- 6.5.1. information on the measures used (i.e., whether the decision entails either the removal of, the disabling of access to information, or termination of the agreement, and, where relevant, the territorial scope of the decision and its duration),
  - 6.5.2. the facts and circumstances relied on in taking the decision, including, where relevant, information on whether the decision was taken pursuant to a notice submitted in accordance with the procedure described above; or based on voluntary own-initiative investigations; and, where strictly necessary, the identity of the notifier;
  - 6.5.3. where the decision concerns allegedly illegal content, a reference to the legal ground relied on and explanations as to why the information is considered to be illegal content on that ground;
  - 6.5.4. where the decision is based on the alleged incompatibility of the information with the Terms of Service, a reference to the contractual ground relied on and explanations as to why the information is considered to be incompatible with that ground.
  - 6.5.5. clear and user-friendly information on the possibilities for redress available to the recipient of the service in respect of the decision, in particular, where applicable through internal complaint-handling mechanisms, out-of-court dispute settlement and judicial redress.
- 6.6. If We become aware of any information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person or persons has taken place, is taking place or is likely to take place, We are legally obliged to promptly inform the law enforcement or judicial authorities of the EU member state concerned of its suspicion and provide all relevant information available. If We cannot identify with reasonable certainty the EU member state concerned, we are obliged to inform Polish law enforcement authorities, Europol, or both.
- 6.7. If moderation of the content is necessary, We will rely on human review.

## **7. Complaint procedure**

- 7.1. Complaints about the Service can be submitted by e-mail to the electronic address [info@skypath.pl](mailto:info@skypath.pl).
- 7.2. The complaint should include the e-mail address of the User (if the complaint was sent from an address other than used to set up the Account), and a detailed description of the problem.
- 7.3. Complaints meeting the above requirements will be considered within 14 days from the date of receipt of the complaint by the Service Provider. Information about the results will be sent to the User's e-mail address.

## **8. Term and termination**

- 8.1. The Service will be provided for an indefinite period of time, unless the agreement between You and Us is terminated.

8.2. You may, at any time, terminate the agreement concluded with Us related to Your Account, by sending us a declaration via [info@skypath.pl](mailto:info@skypath.pl). The agreement will be terminated, and the Account disabled, after 7 days following the receipt of Your declaration.

8.3. If You repeatedly infringe the Terms of Service, We may terminate the agreement against a 7-day notice. In such a case, You may not register another Account without Our prior consent.

## 9. Liability

9.1. The Service is provided for hobbyists and flight simulation enthusiasts. It is not designed nor envisioned to serve as any form of actual flight training, or for any other operational purposes of professional aviation. It is also not designed to support any commercial activities.

9.2. If You are not a consumer within the meaning of applicable law, to the extent permitted by applicable law, We will not be liable for any damages caused by the Service, its unavailability or improper performance.

## 10. Miscellaneous

10.1. We may amend the Terms of Service in the following circumstances:

10.1.1. it becomes necessary to modify the Terms of Service to comply with applicable laws that affect its content,

10.1.2. it becomes necessary to revise the Terms of Service Use in order to remove any potential ambiguities, errors or typing mistakes that might appear in their content,

10.1.3. it becomes necessary to update contact details, names, identification numbers, electronic addresses or links in the Terms of Service,

10.1.4. it becomes necessary to modify and adapt the Terms of Service due to recommendations, orders, judgments, decisions, interpretations, guidelines or decisions of public authorities,

10.1.5. due to a change in the procedure of entering into agreements with Us,

10.1.6. due to organizational or legal changes affecting the Service Provider,

10.1.7. due to introduction of new electronic services or changes to the existing ones, if they require an update of the Terms of Service,

10.1.8. due to a change of technical conditions of providing the Service to the extent requiring an update of the Terms of Service.

10.2. We will publish the information about the changes to the Terms of Service on our website and inform the Users about the changes by e-mail.

10.3. The changes will become effective 7 days from the date of notification of changes. The Users will be bound by the provisions of the new Terms of Service, unless they terminate the agreement for electronic provision of services within 7 days from the date of notification of changes.

10.4. The agreement will be governed by Polish law, and the disputes concerning the agreement and the Service will be resolved by Polish courts. The preceding clause does not exclude the protection afforded to the Users who are consumers according to applicable laws of the country in which the User has habitual residence.