

# Sky Tunes by Sky Elements - Terms Agreements

## Terms and Conditions for Sky Tunes from Sky Elements

### 1. Introduction

Welcome to the Sky Tunes from Sky Elements ("Application"). This Application is provided and operated by Sky Elements ("we", "us", or "our"). These Terms and Conditions ("Terms") govern your use of the Sky Tunes from Sky Elements, an application designed for event schedule monitoring of drone performances, available exclusively to internal members of Sky Elements.

By accessing or using the Application, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you are prohibited from using this Application.

### 2. Use License

a. Permission is granted to download one copy of the Application per device solely for internal use by Sky Elements members.

b. Under this license, you may not:

- Modify, copy, or create derivative works based on the Application;
- Use the Application for any commercial purpose, or for any public display (commercial or non-commercial);
- Attempt to decompile or reverse engineer any software contained in the Application;
- Transfer the materials to another person or "mirror" the materials to any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Sky Elements at any time.

### 3. Disclaimer

The Application is provided on an 'as is' basis. Sky Elements makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

### 4. Limitations

In no event shall Sky Elements or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the Application, even if Sky Elements or a Sky Elements authorized representative has been notified orally or in writing of the possibility of such damage.

## 5. Accuracy of materials

The materials appearing in the Application could include technical, typographical, or photographic errors. Sky Elements does not warrant that any of the materials on the Application are accurate, complete, or current. Sky Elements may make changes to the materials contained in the Application at any time without notice.

## 6. Links

Sky Elements has not reviewed all of the sites linked to its Application and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Sky Elements of the site. Use of any such linked website is at the user's own risk.

## 7. Modifications

Sky Elements may revise these Terms at any time without notice. By using this Application, you are agreeing to be bound by the current version of these Terms.

## 8. Governing Law

These Terms are governed by and construed in accordance with the laws of Sky Elements Teams and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

## 9. Contact Information

For any questions, concerns, or comments regarding these Terms or the Application, you may contact us at:

- Email: [contact@skyelementsdrone.com](mailto:contact@skyelementsdrone.com)
- Phone: 1-817-286-3400

Date of Last Update: 22nd April 2024