



Terms of Service for SkyNest

Introduction

Welcome to SkyNest.

This Terms and Service Agreement ("Agreement") is effective as of March 1st, 2024, by and between SKYBRIZ LLC ("Company", "we", "our", or "us"), the proprietor of the SkyNest application, and you, the User ("Landlord", "Property Owner, Interested User, Renters, Seekers"). This Agreement specifically governs the terms under which users may access and use the SkyNest platform which offers a wide range of features designed to support real estate activity, user interaction, and community engagement.

Acceptance of Terms

By using SKYNEST, whether as a landlord, Seekers, or Interested User, you agree to these Terms of Service, our Privacy Policy, and any applicable landlord conditions. Compliance with these terms ensures a secure, transparent, and legally compliant platform for all parties involved.

User Responsibilities

Users of SKYNEST are expected to use the platform responsibly and respectfully across all available features. This includes, but is not limited to:

- I. **Rental and Listing Conduct:** Users renting or listing rooms or homes must adhere to the terms of their individual rental agreements and local housing laws. Properties must be respected, and interactions with other users—tenants, landlords, or agents—should remain professional.
- II. **Community Engagement:** When participating in group messages, following or interacting with other users, or sharing content, users must maintain a respectful and inclusive tone. Harassment, spam, or inappropriate conduct will not be tolerated.
- III. **Content Interaction:** Users accessing educational content, quizzes, videos, or articles are encouraged to engage thoughtfully and constructively. Any misuse of these features to mislead, manipulate, or impersonate others is strictly prohibited.
- IV. **Platform Integrity:** Users must not attempt to manipulate features such as engagement points, follower counts, or quiz scoring through dishonest methods or third-party tools.



Subscription Model

Subscription Plans

1. Subscription Options

- I. **Property Application Subscription:** \$19.99 monthly fee for users to apply for unlimited properties on the SKYNEST platform.
- II. **Verified Landlord Subscription:** \$9.99 monthly fee for property owners to obtain a gray verification mark.
- III. **Skycast Subscription:** \$9.99 monthly fee for access to exclusive educational videos and content.
- IV. **Quizzes & Tracking Subscription:** \$9.99 monthly fee for access to quizzes and tracking to monitor your educational progress.

Billing and Payment

1. Billing Cycle

- I. Subscriptions are billed on a monthly basis. Users will be charged at the beginning of each billing cycle.

2. Payment Methods

- I. SKYNEST accepts payments exclusively through Apple Pay. No third-party payment methods are supported.

Automatic Renewal

1. Renewal Terms

- I. Subscriptions will automatically renew at the end of each billing cycle unless canceled by the user. The user's payment method will be charged for the renewal period unless the subscription is canceled before the renewal date.

Cancellation

1. Cancellation Policy

- I. Users can cancel their subscriptions at any time through their account settings. Cancellation will take effect at the end of the current billing cycle.

2. Refunds



- I. No refunds will be provided for partial months of service.

Changes to Subscription Plans

1. Modification of Terms

- I. SKYNEST reserves the right to modify the terms of subscription plans, including pricing and features. Users will be notified of any changes in advance and will have the option to cancel their subscription if they do not agree to the new terms.

Content Usage

Our content, including Housing Skycast, Housing Chronicle, and Housing Insight, is for personal, non-commercial use. Redistribution of content without permission is prohibited.

Intended Use

The content provided by SkyNest is intended for personal, non-commercial use only. This means that users are welcome to consume and enjoy the content for their personal education, entertainment, or informational purposes. Users may also share content with friends and family on an informal basis, provided such sharing is not for commercial purposes.

Prohibitions on Redistribution

Redistribution of SkyNest content without express written permission is strictly prohibited. This includes, but is not limited to, the following activities:

- I. Republishing, selling, renting, or sub-licensing content from SkyNest.
- II. Reproducing, duplicating, copying, or otherwise exploiting material from our services for a commercial purpose.
- III. Distributing the content through any public display, whether for commercial or non-commercial purposes, without prior written consent from SKYBRIZ LLC.



- IV. Using SkyNest content to compile databases or create derivative works that compete with our services.

Permission Requests

Users interested in obtaining permission for any form of redistribution or public use of SkyNest content are encouraged to contact us directly. We review such requests on a case-by-case basis and are open to collaborations that align with our mission of providing valuable insights into the housing market.

Respect for Intellectual Property

All content available through SkyNest is the property of SKYBRIZ LLC or its content suppliers and is protected by copyright and other intellectual property laws. By accessing SkyNest, users agree to respect these rights and not infringe upon them in any way.

Compliance and Enforcement

Failure to comply with these content usage guidelines may result in the termination of your access to SkyNest services and legal action for infringement of intellectual property rights. We take the protection of our content seriously and will enforce our rights to ensure it remains a valuable resource for personal use.

No Scam Policy

Commitment to Integrity: SkyNest, operated by SKYBRIZ LLC, is dedicated to providing a secure and trustworthy environment for all users. We recognize the crucial role landlords and seekers play in maintaining the platform's integrity. This No-Scam Policy outlines our zero-tolerance stance on fraudulent activities conducted by landlords and the measures we take to enforce this policy.

Prohibited Actions:



- I. **Fraudulent Listings:**
Posting properties that you do not legally own or have permission to rent is strictly forbidden. This includes using falsified documents, edited photos, or misrepresenting ownership in any way.
- II. **Misleading Information:**
Providing inaccurate or intentionally misleading details—such as the wrong location, false availability, fake amenities, or deceptive pricing—is a violation of user trust and platform policy.
- III. **Financial Deception:**
Attempting to unlawfully obtain money from prospective tenants, such as by collecting application fees, deposits, or rent for properties that are unavailable, do not exist, or are not under your authority, is considered fraud.
- IV. **Identity Theft:**
Impersonating another individual, using stolen identification, or submitting fraudulent documents to create a listing or communicate with users is a serious offense and may lead to legal consequences.
- V. **Spamming and Mass Messaging:**
Sending unsolicited promotional content, excessive messages, or repetitive contact attempts through group messages or direct messages to users is not allowed.
- VI. **Manipulating Engagement Features:**
Artificially inflating follower counts, quiz scores, or engagement statistics through bots, scripts, or deceptive methods undermines the integrity of the platform and is strictly prohibited.
- VII. **Inappropriate Content or Conduct:**
Uploading or sharing offensive, abusive, discriminatory, or sexually explicit content—including in property listings, profile images, or messages—is not tolerated.
- VIII. **Circumventing Platform Policies:**
Attempting to bypass SKYNEST's systems, such as booking or negotiating rentals outside of the platform to avoid fees or policies, violates our terms of service.
- IX. **Harassment and Intimidation:**
Harassing, bullying, threatening, or intimidating other users—either publicly or privately—is strictly prohibited and may result in immediate suspension or account termination.
- X. **Unauthorized Data Collection:**
Scraping data, collecting user information without consent, or using SKYNEST's platform for surveillance or data harvesting purposes is a violation of privacy and platform rules.



Consequences:

Immediate Action: Any landlord found violating this policy will face immediate suspension or permanent ban from Skynest. We reserve the right to remove any fraudulent listings without notice.

Legal Measures: SKYBRIZ LLC may pursue legal action against individuals or entities involved in scam activities. This includes cooperation with law enforcement and other authorities to address and resolve such incidents.

Notification to Affected Parties: In cases of fraud or scams, we will make efforts to notify affected users and provide guidance on next steps, which may include reporting the incident to relevant authorities.

Reporting and Enforcement:

Community Reporting: We encourage our community to report suspicious or fraudulent activities. Users can report concerns through the platform's reporting features or by contacting Skynest support directly.

Investigation: SKYBRIZ LLC will thoroughly investigate reports of scams or fraudulent activities. Our response may include removing listings, suspending accounts, and collaborating with authorities.

Transparency: While protecting the privacy of our users, Skynest commits to being transparent about actions taken to combat scams and fraud on our platform.

Responsibility of Landlords:

Verification: Landlords may be required to provide additional verification of their identity and property ownership as part of our efforts to prevent scams.

Accuracy: Ensure all information provided in listings is truthful, accurate, and up to date. Regularly review and update your property listings to reflect any changes.

No External Links: Landlords should not share links or advertise external services within their property descriptions or details.

Review and Amendments: This No-Scam Policy is subject to review and amendments to adapt to new challenges and methods used by scammers. Changes to the policy will be communicated to landlords through the platform.



By listing properties on Skynest, landlords acknowledge and agree to adhere to this No-Scam Policy. SKYBRIZ LLC is committed to fostering a safe, transparent, and reliable platform for all users, and we appreciate the cooperation of our landlord community in achieving this goal.

Interactions Outside the Platform

Users acknowledge and agree that any interactions or communications with property owners or interested users outside of the SKYNEST platform are undertaken at their own risk. SKYNEST provides a secure messaging system for communication between property owners and interested users. Any transactions, agreements, or communications that occur outside of this platform are not the responsibility of SKYNEST, and SKYNEST will not be liable for any issues or disputes that arise from such interactions.

Appropriate Use of Messaging System

The messaging system provided by SKYNEST is intended solely for communication related to property listings and rentals. Users agree not to share links, advertisements, or any other non-related content through the messaging system. Any misuse of the messaging system may result in the suspension or termination of the user's account.

Liability Limitations

At SkyNest, we strive to ensure that all content, including property listings, Housing Skyvcast episodes, Housing Chronicle articles, and Housing Insight materials, is accurate, up-to-date, and of the highest quality. However, given the dynamic nature of the real estate market and the breadth of content we offer, there are limitations to our liability for any inaccuracies that may appear.

Accuracy of Information



Property Listings: While we make every effort to verify the information in our property listings, we rely on property owners and real estate agents to provide accurate details. SkyNest do not managed properties on behalf of user and cannot guarantee the completeness, accuracy, or timeliness of any listing information.

Content Accuracy: For our exclusive content, including analyses, reports, and multimedia, we source information from reputable providers and conduct thorough reviews. However, we cannot assure that all information will be entirely free from errors or omissions.

User Engagement

Users engage with SkyNest listings and content at their own risk. It is the user's responsibility to conduct their due diligence before making decisions based on the information found on SkyNest. This includes, but is not limited to, verifying property details, consulting with legal or real estate professionals, and considering the reliability of any financial advice or market analysis.

Refund Policy

SKYNEST is committed to ensuring satisfaction with our services. Refunds are generally not offered except in cases where a subscription has been charged due to a system error and the service was not made available as promised. In such instances, please contact our support team promptly for resolution and possible refund.

Limitation of Responsibility

SKYBRIZ LLC, its affiliates, and its service providers shall not be liable for any direct, indirect, incidental, consequential, special, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if advised of the possibility of such damages), resulting from:

- I. The use or the inability to use the service.
- II. Unauthorized access to or alteration of your transmissions or data.
- III. Statements or conduct of any third party on the service.
- IV. Any other matter relating to the service.



No Waiver of Rights

The failure of SKYBRIZ LLC to enforce any right or provision in these terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. These terms and conditions outline the mutual agreement between the user and SKYBRIZ LLC regarding the use of SkyNest and supersede any prior agreements.

User Acknowledgment

By using SkyNest, users acknowledge that they understand and agree to these liability limitations. Users accept that engaging with our platform and its content is done at their discretion and risk, and they will be solely responsible for any consequences that may arise from such engagement.

Privacy Policy

Collection of Personal Information:

- I. **Initial Registration:** When users sign up on SkyNest, we collect essential information such as first name, last name, and email address. This data enables us to create your account and communicate with you about your listings and account management.
- II. **Location Data:** If users utilize the map feature to explore or compare property locations, we may collect geolocation data to provide relevant functionalities and enhance user experience.

Property Listings:

- I. **Database Storage:** Information regarding the properties you add to SkyNest, including descriptions, images, and location details, is securely stored in our database. This allows the information to be efficiently retrieved and displayed to interested seekers through the app.
- II. **Public Availability:** Once a property is listed on SkyNest, its details become visible to users searching for rentals. Landlords should be mindful of the information shared in listings, ensuring it is appropriate for public viewing.



- III. **Deletion of Property Information:** If a user chooses to delete a property listing, all associated data is removed from the public-facing parts of the platform. However, SkyNest retains a record of the listing details for internal records and administrative purposes.
- IV. **Retention for Record:** Even after deletion, a historical record of the property's listing details (excluding personal information) is maintained in a separate database table. This is for audit, quality assurance, and potential reactivation of listings in the future, should the landlord decide to relist the property.

Use of Collected Data:

- I. The information collected from users is used to:
- II. Facilitate the listing and management of rental properties on SkyNest.
- III. Enhance the platform's functionalities and landlord user experience.
- IV. Communicate with users regarding their accounts, listings, and any updates or promotional offers from SkyNest, subject to opt-in preferences.
- V. Ensure compliance with applicable laws and regulations.

Data Security:

- I. SkyNest employs industry-standard security measures to protect the data of our users and their properties. We are committed to preventing unauthorized access, disclosure, alteration, and destruction of personal and property information.

Our Privacy Policy outlines how we collect, use, and protect your data. Please visit <https://skybriz.com/policies-and-guidelines> for more information.

Dispute Resolution

- I. Disputes between users or with our service should be resolved through the procedures outlined here. Platform Procedures: In the event of disputes with seekers. Users are required to use SkyNest's designated conflict resolution procedures. These procedures are designed to provide a fair and effective resolution process for both parties.
- II. Cooperation: You agree to cooperate fully with SkyNest's dispute resolution process and abide by its outcomes.



Fair Dealings

- I. As part of our commitment to fostering a positive and inclusive environment on Skynest, users are held to a high standard of conduct. It is imperative that all dealings on the platform are executed with integrity, professionalism, and respect for all users. To this end, landlords are required to adhere to the following principles:
- II. **Honesty and Transparency:** Ensure that all information provided about your properties is truthful and accurate. This includes but is not limited to property descriptions, amenities, rental rates, and availability.
- III. **Responsiveness:** Engage with potential seekers in a timely and professional manner. Address inquiries, concerns, and feedback promptly to facilitate a smooth rental process.
- IV. **Quality of Service:** Maintain your property in a condition that meets or exceeds the standards set forth in your listing. Provide a safe, clean, and welcoming environment for all tenants.

Anti-Discrimination:

- I. **Equal Opportunity:** Skynest adheres to and supports all applicable anti-discrimination laws. As a user on Skynest, you are required to follow these laws in all interactions and transactions. This includes, but is not limited to, not discriminating against any individual or group based on race, color, national origin, religion, sex, familial status, disability, or any other protected class.
- II. **Inclusive Practices:** Strive to ensure that your property listings and rental practices are inclusive and accessible to all potential seekers. This commitment to inclusivity not only enriches the Skynest community but also reflects the core values of fairness and equality.

Compliance and Reporting:

- I. **Legal Compliance:** Stay informed about and comply with local, state, and federal housing laws and regulations that apply to your rental properties. This



includes understanding your responsibilities under the Fair Housing Act and any other relevant legislation.

- II. **Violation Reporting:** If you encounter or suspect any violations of these Fair Dealings principles, whether by other users or potential seekers, you are encouraged to report these concerns to Skynest support for investigation.

Accountability:

- I. **Review and Action:** SKYBRIZ LLC reserves the right to review users' practices and interactions on the Skynest platform. Users found in violation of these Fair Dealings principles may face consequences, including but not limited to account suspension, termination, and removal of listings.
- II. By agreeing to these Terms and Services, you commit to upholding these Fair Dealings principles, ensuring that Skynest remains a platform characterized by respect, professionalism, and equitable treatment for all.

Consequences of Violation

Penalties for Violation: Violations of these terms may result in a range of penalties, including but not limited to, temporary suspension from the platform, financial fines, or a permanent ban from SkyNest.

Right to Appeal: Users have the right to appeal decisions related to penalties or suspensions. The appeal process will be conducted in a manner that is fair and reasonable, considering all relevant information and circumstances.

7. Binding Effect

Entire Agreement: This Agreement, inclusive of the Terms and Services and any additional policies or guidelines issued by SKYBRIZ LLC concerning the operation and use of the SkyNest platform, represents the full and exclusive understanding between you (the User) and SKYBRIZ LLC. It effectively supersedes and nullifies all prior discussions, agreements, and understandings between the parties, whether they were conveyed electronically, orally, or in a written format.



By engaging in the listing of properties on SkyNest, you acknowledge and affirm that you have thoroughly reviewed, comprehend, and consent to be legally bound by these Landlord Terms and Conditions. This agreement highlights your obligation to not only abide by the current terms but also to actively monitor and adapt to any future revisions or updates to these terms:

- I. **Ongoing Compliance:** You accept the responsibility to periodically review these Terms and Conditions to ensure your continuous compliance with any modifications or additions. Staying informed of changes is essential for maintaining the integrity of your interactions and transactions on SkyNest.
- II. **Updates and Amendments:** SKYBRIZ LLC retains the unilateral right to modify or amend these Terms and Conditions, along with any related policies or guidelines, at any time and for any reason. Changes may be necessitated by updates in legal regulations, enhancements to platform functionalities, or shifts in our operational policies. It is our commitment to ensure that such updates are communicated to you in a timely and clear manner.
- III. **Platform Integrity:** SkyNest is dedicated to fostering a marketplace that upholds the highest standards of fairness, transparency, and legality in all rental transactions. We strive to support landlords and tenants alike in creating positive and lawful rental experiences. As part of this commitment, we may implement changes to our Terms and Conditions to better reflect these goals and the evolving landscape of real estate transactions.

Your Acknowledgment: By continuing to use the SkyNest platform and its services, you signify your agreement to be bound by the Terms and Conditions as they currently exist and as they may be amended in the future. Your engagement with SkyNest reflects your agreement to these binding terms and your dedication to upholding the principles and standards set forth by SKYBRIZ LLC.

8. Contact Us:

For any questions or concerns regarding this dispute resolution process, please contact us directly. We are committed to fair and transparent practices to ensure a positive experience for all users on SkyNest. Please do not hesitate to contact our office at contact@skybriz.com or 315-960-1404 if you need clarification or assistance. Thank you for your understanding and cooperation. We appreciate your cooperation.

Last Updated: Mar 24th, 2025.