

Terms of Service (Public Offer)

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (the User, you), and Artellect Limited, Units A-C, 25/F., Seabright Plaza, No. 9-23 Shell Street, North Point, Hong Kong (we, us), concerning your access to and use of the keyflight.io (<https://keyflight.io>) website as well as any related applications (the Site).

The Site provides the following service:

Sale of flight reservations and PDF flight ticket samples. (Service). The User agrees that by accessing the Site and/or the Service, he has read, understood, and agrees to be bound by all of these Terms and Conditions.

If you do not agree with all of these Terms and Conditions, then you are prohibited from using the Site and the Service and you must discontinue use immediately. We recommend that you print a copy of these Terms and Conditions for future reference.

1. General Provisions

1.1. Acceptance of this Agreement by the User on the Site confirms his full, unconditional and voluntary agreement with the Agreement.

1.2. A user who has not expressed full and unconditional consent to the terms of the Agreement, is obliged to immediately stop using the Site and leave it.

1.3. All information on the Site is available in English. By accepting the Agreement the User agrees to use the Site in English, and Keyflight.io does not bear any responsibility for translation or in connection with the User's incorrect understanding of the English language.

1.4. The terms of services shall be agreed with the contractor by e-mail or through any other electronic communication service indicated on the Site.

1.5. In the Public Offer, unless the context requires otherwise, the following terms shall have the following meanings:

"Offer" – the Seller's public offering for any individual (citizen) to conclude a purchase contract (hereinafter the Contract) with them under the following terms in the Contract, including all its annexes.

"Seller" – the company selling any subscriptions presented on the Website.

"Buyer" – an individual entering into the Contract with the Seller under its terms.

"Acceptance" – the Buyer's complete and unconditional agreement with the Contract terms.

"Subscription" – a list of passes sold by the Seller on the Website.

"Order" – separate items on the subscription list, specified by the Buyer in their request on the Website.

"Service" – a package of features offered to the Buyer by the Website.

2. Payment methods

Keyflight.io accepts PayPal.

3. Obligations of the User

3.1. The User agrees: Not to violate the rights of Keyflight.io and third parties, to the results of intellectual activity. If any claim of a third party is brought against Keyflight.io in connection with the activities of the User, the User must do everything in his power to consider and satisfy such a claim (in case of its validity). If Keyflight.io incurs any expenses related to such a claim, the User undertakes to reimburse such expenses in accordance with applicable law.

3.2. The User agrees not to perform the following actions (Prohibited methods of use), and, if performing them, to bear the responsibility set forth by Republic of Serbia legislation and the Agreement: Impersonate another person and engage in other illegal activities on the Site; Use the Site for commercial, promotional or other purposes that violate the terms of the Agreement;

3.3. The User has the right to use the Site and the services of the Site in any way that is not contrary to the legislation of the Republic of Serbia and the Agreement.

4. Keyflight.io has the right to:

Block User's or third parties' access to the Site without prior notice; Conduct routine maintenance or other works ensuring the working capacity of the Site without prior notice of the User.

If Keyflight.io reveals that the User has performed any of the Prohibited methods of use, it shall be entitled to block the User's access to the Site, which does not indemnify the User from liability in accordance with the legislation of the Republic of Serbia.

5. Legal disclaimer

The services on this site are provided «as is» without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. In regards to all virtual goods and services Keyflight.io provides only service to customer; goods or property are not sold to customer by Keyflight.io

5.1. Keyflight.io does not bear responsibility to Users and (or) third parties for: The behavior of Users or third parties using or browsing the Site, including the form of a saved offline copy;

Errors, omissions, interruptions, deletions, defects, delays in data processing or transmission, communication line failures, theft, destruction or unauthorized access to materials posted on the Site;

Users' violation of any local acts and license agreements that do not directly relate to the Site and this Agreement;

Violating license and user agreements of airlines.

Veracity of Personal data and the legality of its transfer from the User to Keyflight.io.

The customer (of services or merchandises) remains solely responsible for recording and safekeeping all the necessary and private information to prevent theft or suspension of his/her account.

6. Keyflight services policy

6.1 We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information.

Any reliance on the material on this site is at your own risk.

This service we provide may contain certain information, necessarily, is not current or may have expired due to airlines or hotel policies and is provided solely for visa purposes only and not for the actual travel. Keyflight.io is not responsible for any medical claims on damages, accidents or deaths during travel. It is Customer's or User's responsibility to validate information present in the documents we provide or request for more insurance policy documents.

All insurance related questions, claims, concerns or issues should be directly dealt with the insurance provider or the agent provided in the visa letter. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site. We make best efforts to make reservations based on your request; however using reservations provided on the website for visa purposes is at your (Customer or user) own risk and we are not responsible for visa rejections or insurance claims. We have absolutely no bearing over granting/denial of the visas by consulates.

The travel guides we provide have detailed information about various places, transportation details, restaurants, historical places etc. When you write a cover letter to the embassy about your purpose of the visit then you can use some of the information in the travel guides to show how you plan to spend your time while you are in the city so that your case looks more genuine. We are not responsible for any misleading information in the travel guides. The guides should be used for informative purposes only and using it by any means doesn't guarantee the visa.

6.2 Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

6.3 Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Refund Policy.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

6.4 We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk.

The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a

particular purpose, durability, title, and non-infringement. In no case shall Keyflight.io, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

7. Privacy policy

7.1. Keyflight.io is the operator of the User's Personal data and follows the legislation requirements of the Republic of Serbia when processing it.

7.2. Keyflight.io may keep Personal data in its own database.

7.3. Keyflight.io may use Personal Data solely for the purposes of implementing this Agreement and in accordance with the procedure provided for by the current legislation of the Republic of Serbia.

7.4. The User shall submit Personal data to Keyflight.io by filling out the form posted on the Site.

7.5. Acceptance of this Agreement is a free, specific, informed and conscious expression of the User's consent to the processing of Personal Data by Keyflight.io.

7.6. The consent to Personal data processing is provided by the Users for a period from the moment of acceptance of this Agreement to the moment of withdrawal of consent.

7.7. Personal data processing is understood as any action (operation) or set of actions (operations) with personal data, performed with or without using automation tools, including collection, recording, systematization, accumulation, storage, refinement (updating, modification), extraction, usage, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of the Users' Personal Data.

7.8. The dissemination of Personal data for the purposes of this Agreement shall mean actions aimed at disclosing Personal Data to an undefined circle of persons, namely: a general publication of User's info on the Site, as well as in other sources of information, in cases provided for by the current legislation of the Republic of Serbia; placement of publicly available personal data on the Site of which Users have agreed to publish when filling out the registration form or questionnaire.

7.9. Keyflight.io has the right to use the Personal data for the implementation of the Agreement, as well as for advertising, information, marketing purposes, and for sending advertising and informational messages to the User's e-mail at the discretion of Keyflight.io, without obtaining the User's additional consent.

7.10. The User bears the responsibility of the transfer of Personal data and its veracity.

7.11. Keyflight.io and the Partners guarantee the measures necessary to protect Personal data from unauthorized access. All personal data given by Users upon booking on the Site will be stored and processed by Keyflight.io in accordance with the current legislation of the Republic of Serbia and is the subject of safeguards under the Agreement.

7.12. Keyflight.io undertakes to comply with the following rules of Personal data processing and provide Users with the following guarantees regarding Personal data processing: Ensure the processing of Personal data in compliance with all applicable requirements of the legislation of the Republic of Serbia regarding personal data protection, including observance of the principles, requirements, and obligations of the personal data operator established by the Federal Law "On Personal Data"; Process personal data only to the extent and for the purposes of the present Agreement; Bear responsibility for the protection, security and confidentiality of personal data while processing it, in accordance with the requirements of the legislation of the Republic of Serbia;

If Keyflight.io must transfer or otherwise disclose Personal Data to third parties in order to fulfill its obligations to Users, Keyflight.io shall do so in compliance with the requirements of the federal law "On Personal Data".

7.13. The User has the right to withdraw his consent to the processing of Personal Data by Keyflight.io at any time by sending an appropriate request to Keyflight.io by e-mail keyflightio@gmail.com

7.14. After receiving the User's request for the withdrawal of consent to the processing of Personal data, Keyflight.io must stop processing it and also destroy (or at its option depersonalize) Personal data or ensure their destruction or depersonalization (if the processing of personal data is performed by another person acting on behalf of Keyflight.io) within a period not exceeding 90 (ninety) days from the date of receipt of the said withdrawal request, except for cases when Keyflight.io has the right to process personal data without the User's consent on the grounds provided for by the legislation of the Republic of Serbia.

7.15. Keyflight.io reserves the right, at its discretion, to transmit any information about the User to any third parties in cases provided for by the laws of the Republic of Serbia.

8. Settlement of disputes

8.1. A User who believes that his rights and interests were violated due to the actions of Keyflight.io or third parties in connection with data posted on the Site, should lodge his complaint with Keyflight.io via e-mail, which will be reviewed by Keyflight.io within 30 (thirty) calendar days.

8.2. A User who lodges a complaint shall agree to provide Keyflight.io with information confirming the violation of his rights. If the User provides false information about the violation of his rights, he is fully responsible for the damage caused (including costs, fees and attorney fees).

8.3. Keyflight.io has the right, at its discretion, to make any changes to this Agreement at any time. The information on these changes will be posted on the Site at least 7 (seven) days before they are put into effect. A warning of a change with the option to refuse them will be sent to the User's e-mail address.

8.4. Information is considered to be sent to the User on behalf of Keyflight.io if it is sent to the e-mail address given to it when providing his personal data.

8.5. In case of a dispute relating to the implementation of this Agreement between Keyflight.io and the User, it is resolved by agreement of the parties or, if the consensus achievement is impossible to reach, in accordance with the current legislation of the Republic of Serbia.

8.6. If some of the provisions of this Agreement are declared invalid, the remaining parts of the Agreement will remain in force. A waiver by either party of any provision or term of this Agreement, or any breach thereof, does not invalidate the remaining provisions of the Agreement.

9. Refund policy

There is a possibility of full refund in cases:

- Customer makes double payment for the services because of technical issue or mistake
- If Keyflight.io fails to complete the service
- If customer asks for a refund before order has been started