

# Terms Of Service

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## 1. Preamble

This document aims to define the conditions under which Trender Inc. makes available its FlyAway application and associated services.

By accessing FlyAway, using it, or downloading its content, the user acknowledges having read these conditions and agrees to comply with them without reservation. If the user does not accept these conditions, they are requested not to use FlyAway.

## 2. Legal notice

Trender Inc. is a simplified joint-stock company (SAS) with a capital of 1,960.00 €, registered in the Trade and Companies Register of Vienne under the SIREN number 930 985 601.

The FlyAway application (hereinafter referred to as "the Application") is the exclusive property of Trender Inc. It has been developed and is operated by Trender Inc.

For any questions regarding the Application or these conditions, the user can contact Trender Inc. at the following address: [contact@trenderapp.com](mailto:contact@trenderapp.com).

The application is hosted by OVH SAS, a subsidiary of OVH Groupe SAS, a company registered in the Lille Trade and Companies Register under number 537 407 926, located at 2 rue Kellermann, 59100 Roubaix, France.

## 3. Conditions of access to applications

Access to the application is reserved for persons at least 13 years old, with the agreement of the legal guardian(s) for access to the paid functions of the application.

The FlyAway app allows free access to the app, however some options may be paid.

Our services are constantly evolving, which means that you will accept any changes to content at our own discretion as well as any limitations on use also at our own discretion.

## 4. Data collection

Your data is and will remain confidential, and in the European Union in accordance with the GDPR. No data will be used except in connection with certain programs where you will be asked to agree to the sharing of the data in question.

Data such as cookies are only used for statistical purposes in order to improve the service to users.

All other data collected will not be used except in case of judicial follow-up.

## 5. Liability and obligations of visitors

You agree that all of your publicly posted content may be viewed by any registered or unregistered visitor.

## 6. Content and services

You are responsible for your use of the services and any services you provide, including compliance with applicable laws, rules and regulations. You should only provide support to the extent that you are comfortable sharing it with others.



We reserve the right to remove any breach of the Terms of Use as this would constitute - for example - copyright or trademark infringement, identity theft, illegal conduct or harassment. Our Help Center provides information on specific policies and procedures for reporting or challenging such violations by following this <https://flyawaygolf.com/help> link or by emailing [contact@flyawaygolf.com](mailto:contact@flyawaygolf.com).

If you believe that your content has been copied in a way that constitutes copyright infringement, please report it by completing our Copyright Infringement Report Form <https://flyawaygolf.com/help/forms>

#### Prohibited Content:

- Violence: It is forbidden to threaten to use violence against a person or group of people.
- Terrorism/violent extremism
- Sexual exploitation of children
- Inappropriate behaviour/harassment
- Hateful conduct
- Perpetrators: We will remove all accounts managed by individual perpetrators of terrorist, violent extremist or violent mass attacks, and may also remove Trends that broadcast manifestos or other content made by the perpetrators.
- Suicide or self-destructive conduct: It is prohibited to promote or encourage suicide or self-destructive conduct. Learn more
- Sensitive media, including explicit violence and adult content: It is prohibited to publish excessively bloody media and to share violent or adult content in live videos or in profile or banner images. Media depicting sexual violence and/or assault are also prohibited.
- Illegal or regulated goods or services: You may not use our Service for any unlawful purpose or for the pursuit of illegal activities.
- Private Information: You may not post or post other people's private information (such as personal addresses and phone numbers) without their express permission or consent.
- Non-consensual nudity
- Platform manipulation and spam: It is forbidden to use FlyAway's services in a way that aims to artificially delete or amplify information, and to engage in behavior that manipulates or disrupts the user experience.
- Civic integrity: It is forbidden to use FlyAway's services for the purpose of manipulating elections or interfering in elections or other civic processes.
- Misleading and misleading identities: It is forbidden to impersonate individuals, groups or organizations in a way that leads to misunderstanding, confusion or deception of others.
- Synthetic or manipulated media: It is forbidden to share synthetic or manipulated media for the purpose of deception and likely to cause harm.
- Copyright and Trademarks: You may not infringe the intellectual property rights of others, including copyrights and trademarks.

## 7. Your Account

You may need to create an account to use our services.

You are solely responsible for the security of your account, which is why we invite you to secure your account as much as possible by using a password and using some of the options made available to you by FlyAway.



You will have the option to manage the confidentiality of your account in order to share your content publicly or not, as well as to accept or not that registered members contact you privately within the application.

## 8. Suppression

We keep log data for up to 24 months. If you follow the instructions provided, your account will be deactivated and then deleted. Once disabled, your FlyAway account, including your display name, username, and profile, will no longer be visible on <https://flyawaygolf.com>, FlyAway for iOS, and FlyAway for Android. For 14 days after deactivation, it is still possible to restore your FlyAway account if it was deactivated accidentally or by mistake.

You should keep in mind that search engines and other third parties may still retain copies of your public information, such as your profile information and public trends, even after you delete information from our services or deactivate your account.

Accounts created to replace accounts that have been suspended may be permanently suspended.

## 9. Identity theft

You must not impersonate any person, group or organization in any manner that causes or is intended to misunderstand, confuse or deceive others. It is forbidden to manage parody, fan, commentary, or news feed accounts if the purpose of these accounts is to engage in spam or inappropriate behavior.

## 10. Emails

We will never share/use your email except for important emails such as significant changes to the TOS and account security, including:

- New connection
- Forgotten email or password
- Change password
- To register
- Support if you request one

## 11. Security and spam

We will do our best to protect users from data breaches as well as spam.

It is forbidden unless officially authorized to:

- Test the vulnerability of any system or network.
- Access sensitive and non-public areas of FlyAway, as well as use them by any means.
- Use FlyAway services if you are not authorized to do so.
- Disrupt or interrupt any access to applications or access to application services.
- Copy or use the visuals used by FlyAway if they are not officially shared.



## 12. Terms of sale

All types of payments are managed by Stripe. As such, we delegate all responsibility to this organization.

For more information, please consult our General Terms of Sale (TOS) at this address:

[https://cdn.flyawaygolf.com/assets/legal/en/terms\\_of\\_sales.pdf](https://cdn.flyawaygolf.com/assets/legal/en/terms_of_sales.pdf)

## 13. Modification of the General Terms and Conditions of Use (GCU) and duration of the contract.

The contract is valid until the account is deleted or until said person leaves the application in the event that no account is used.

We reserve the right to modify the TOS at any time at our sole discretion unless the modification concerns the user's data.