

Terms of Service

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1. Paid services and contract documents

These terms govern paid products and services ordered from SKYDB Corporation, Chicago, Illinois ("SKYDB"), including subscriptions, temporary access, usage credits, data deliveries and licenses, advertising, media licenses, and consulting ("Services"). They also apply to future Services expressly ordered under them. "Customer" means the individual or legal entity identified in the accepted order. Purchasers must be at least 18 and have authority to enter the contract.

The contract consists of these terms, the applicable version of the [service description](#), and the order accepted by SKYDB under section 2 ("Order"). An Order includes its checkout or written commercial particulars. An express, mutually agreed variation in an Order prevails over the description, which prevails over these terms. A customer purchase order does not add terms unless SKYDB expressly agrees in writing. Mandatory law takes precedence.

The [Terms of Use](#) apply to use of SKYDB services, including accounts, communications, permitted conduct, and contributions, whether free or paid. These Service Terms supplement the Terms of Use for paid Services and govern paid-service rights, charges, performance, and remedies in any conflict. Provisions of the Terms of Use expressly limited to free services do not replace the paid-service commitments, warranties, liability rules, or remedies in these Service Terms. The version supplied with the Order remains part of that Order. References to "written" or "in writing" include email.

2. Orders require SKYDB acceptance

Submitting an order is an offer to purchase. An acknowledgment that the order was received, a customer signature, payment authorization, payment receipt, invoice, or general account setup does not by itself constitute SKYDB's acceptance.

Unless the Order or applicable service description expressly requires a separate acceptance notice, SKYDB accepts the order when it first either expressly confirms acceptance in writing (including by email), or intentionally activates the ordered paid access, delivers the ordered data or licensed materials, or begins the agreed work for the Customer. Activation or delivery may be automated but must fulfill the specific order. Trials, previews, and internal preparation do not constitute acceptance. A missing or delayed acceptance email does not prevent contract formation through that performance. SKYDB will promptly provide a retainable contract confirmation and any information required by law.

SKYDB may decline an order before acceptance, subject to applicable law. Advertising orders require review of the advertiser and advertising materials and separate express acceptance in writing (including by email) before publication;

activation or delivery alone does not replace that requirement. An unaccepted order expires after five business days unless a different review period is expressly agreed. Silence is not acceptance. Amounts collected for a declined or expired order will be promptly refunded and payment holds released. Renewals and automatic credit reloads expressly authorized under an accepted Order operate under that accepted arrangement without a new order acceptance each time.

The Customer may authorize an AI agent or other automated system to submit orders on its behalf through ordering channels made available by SKYDB. The Customer must identify the contracting person or entity, authorize the agent and any account or payment method it uses, and set and supervise appropriate instructions and spending limits. To the extent permitted by law, the Customer is responsible for orders and instructions submitted within that authority and the resulting obligations once SKYDB accepts the order. The named Customer remains the contracting party.

SKYDB may request evidence of authority or direct confirmation from the Customer before accepting an agent-submitted order. Agent submission does not itself constitute SKYDB's acceptance or bypass any required advertising review. Permission to order does not grant additional data rights or permission to share credentials, train models, or bypass access restrictions. The Customer must promptly report suspected errors or unauthorized orders. Nothing in this paragraph limits mandatory rights concerning unauthorized transactions, electronic errors, cancellation, or refunds.

3. Prices and payment

The Order states the Services, amount, currency, taxes, payment schedule, and any usage allowance. Prices and material purchase conditions are disclosed before the Customer commits. Monthly payment installments do not shorten an expressly stated annual commitment.

Payment is due as stated in the Order; agreed invoice purchases without a stated due date are payable within 30 days. Recurring charges, usage charges, overages, and automatic top-ups require the corresponding disclosed authorization. Purchasing one Service does not authorize unrelated purchases. The Customer must promptly raise billing errors; this does not limit statutory dispute rights.

Voluntary cancellation normally stops future renewals without a refund for an unused part of the current term. This does not affect refunds required by law, expressly promised in the Order, or due under sections 6 or 8. No payment is due for a rejected order.

Usage and SKYDB Credits are governed by the same rules across access and delivery channels. The billable operation, unit, applicable consumption rate, included allowance, and any overage must be disclosed before use. An interface or delivery method is not itself a separate paid product or permission to impose an undisclosed charge. Customers receive a usage record and may dispute errors. Duplicate charges for the same transaction are corrected. Failed operations that supply none of the billed service do not consume Credits; empty but successfully executed queries are chargeable only where that rule was disclosed. Buying Credits does not by itself order a particular dataset or grant additional data rights.

4. Term, renewal, and consumer rights

A Service starts on the date or activation event stated in the Order. Only a subscription clearly identified as automatically renewing renews without another order. Unless the Order expressly states a different renewal period or mandatory law requires a different arrangement, it automatically renews for successive periods equal to the originally purchased subscription term. For example, an annual subscription renews for another year. The Customer authorizes the disclosed recurring charges while that subscription continues. One-time purchases, finite passes, and standalone deliveries do not automatically renew.

For a business Customer with an annual subscription, either party may prevent renewal by giving notice at least 30 days before the current term ends, unless the Order expressly provides otherwise. For shorter subscriptions and consumer subscriptions, renewal may be canceled at any time before the renewal date; mandatory rights to a shorter notice period

or a different renewal arrangement always prevail. The Customer may give notice through account subscription settings or by email to info@skydb.net; cancellation takes effect at the paid term's end unless a different right applies. SKYDB supplies a retainable confirmation of the subscription conditions and cancellation method, together with legally required renewal reminders. For annual subscriptions, SKYDB sends a reminder 30 to 60 days before the applicable cancellation deadline, or at another time required by law. Renewal dates, charges, renewal periods, and cancellation deadlines must also appear in the purchase flow, not only in these terms.

Fixed prices apply for the agreed fixed term. A changed renewal price requires at least 30 days' advance notice, any longer mandatory notice, and an opportunity to cancel before it applies, even if an ordinary cancellation deadline has passed. Required additional consent will be obtained. A free trial becomes paid only under a clearly disclosed conversion accepted by the Customer. Free membership alone never authorizes charges.

Consumers retain mandatory withdrawal, cancellation, conformity, and refund rights. Where a statutory 14-day withdrawal right applies, a consumer may notify SKYDB at info@skydb.net or the address below, or use the required online withdrawal facility, without giving a reason. An express request for early service performance may result in a proportionate charge where lawful. Loss of a withdrawal right for digital content requires the separate express consent, acknowledgment, and confirmation required by law; agreement to these terms alone is not that consent. Required withdrawal information and forms are provided before purchase.

5. Data licenses and permitted users

Subject to payment and the Order, SKYDB grants a nonexclusive, nontransferable, nonsublicensable right to access and use the licensed Services and data for the Customer's internal purposes during the agreed license period. Internal use means the Customer's own research, analysis, and operations by its authorized users. Affiliates, clients, customers, and other third parties receive no independent access or use right unless expressly licensed. Individual and organizational licenses are distinct; a seat does not authorize a shared login.

The same license and restrictions apply regardless of how data is accessed or delivered: through a website or app, an API or AI connection, a download or export, email or direct delivery by SKYDB, a data feed, file transfer, or files made available on a SKYDB, Customer, or third-party server. They also apply to cached or otherwise retained copies. The delivery method, file format, payment in Credits, or choice of interface does not transfer ownership or broaden the license. The Customer may make permitted internal analyses but may not publish, disclose, redistribute, sell, sublicense, provide a client-facing data product, or make licensed data available through a public tool or AI system without express written permission in the Order. Reformatting data or incorporating it into an output does not remove these limits. No model-training license is granted. Independent customer work that contains no licensed data remains the Customer's property.

Service providers may process licensed data solely on the Customer's behalf, under confidentiality and use restrictions that prevent independent use, disclosure, or model training. They receive no additional seats or independent rights. The Customer remains responsible for their compliance. Authorized internal AI use is permitted on that basis and within the Order's access limits.

A standalone data Order must specify its dataset, permitted users, license period, and any post-term rights before SKYDB accepts it. Editorial, redistribution, white-label, and OEM are descriptions of possible negotiated permissions, not rights granted by naming or buying a product. An exception must state what may be published or supplied, to whom, through which channels, and for how long.

When a data license ends, active use must stop and working copies, caches, and retrievable AI collections must be deleted within 30 days, unless the Order expressly grants continuing use. Limited copies required by law and previously completed internal reports may be kept solely for historical records, audit, or compliance; they must not become an operational dataset or support new analysis. Inaccessible routine backups may remain until overwritten under the ordinary retention cycle. Retained copies remain protected. SKYDB may reasonably request confirmation of compliance.

Material expressly supplied under an open or separate license, including SKYDB Definitions, remains governed by that license. Photo reproduction rights require the applicable media license; a data export containing a photo reference does not include the image. Nothing here restricts rights that cannot lawfully be limited or independently acquired material outside the license.

For an agreed data delivery, the Order or confirmed delivery specification identifies the dataset, entities and fields, filters, data cutoff, format, quantity, delivery method, license period, and authorized users. A snapshot covers the delivered version and includes no continuing updates. A feed additionally identifies its update schedule and delivery commitments. Standard data rights are term-limited; continuing internal use of a delivered snapshot requires an express grant and does not include later updates. Third-party restrictions must be disclosed before the affected purchase. No minimum number of complete records is promised unless expressly agreed.

Internal use is the standard license. Any editorial or publication license must identify the permitted extracts, publications, audience, and attribution. A redistribution license must identify recipients and downstream conditions. A white-label or OEM license must identify the product, permitted audience, branding, and end-user rights. Each exception must expressly state whether raw data, derived outputs, sublicensing, and post-term display are permitted. These are possible negotiated rights, not additional rights acquired by downloading data or purchasing Credits.

6. Service delivery and changes

SKYDB will supply the agreed Services with reasonable care and materially in accordance with the accepted description. The description identifies features, delivery, limits, customer dependencies, and any support or availability commitment. No unspecified future feature, guaranteed commercial outcome, complete database coverage, advertising result, or SLA is promised. Data must be independently checked before consequential reliance.

SKYDB may maintain and improve Services but will not materially reduce the contracted core Service during a paid fixed term without an agreed alternative or an appropriate remedy. If SKYDB discontinues a paid Service without Customer breach, it will refund prepaid charges for the unavailable portion. Material nonperformance may be reported for correction; section 8 and mandatory remedies remain available. Unforeseeable events beyond reasonable control excuse affected performance only while they prevent it, without removing mandatory rights or permitting indefinite retention of payment for undelivered Services.

7. Customer materials and privacy

The Customer retains rights in its private materials and grants SKYDB permission to process them only to deliver the engagement and meet legal obligations. Each party will protect the other's nonpublic business information and use it for the contract, subject to lawful disclosure and information already public or independently obtained.

The Privacy Policy describes SKYDB's personal-data practices. Applicable controller/processor roles and any required processing agreement must match the actual Service. Access to contact information does not establish consent to marketing; the Customer must comply with privacy, communications, and suppression requirements. An accepted advertising order does not permit undisclosed tracking or endorsement claims.

8. Suspension and termination

Either party may end an affected Order for a material breach not remedied within 30 days after notice. SKYDB may suspend for an overdue undisputed payment after at least 10 days' notice. Immediate action is permitted where reasonably necessary for fraud, unlawful activity, material security threats, or a legal requirement. Where practical, action will be limited to the affected Service and notice will explain the reason.

If termination results from SKYDB's uncured material breach, prepaid charges for undelivered Services will be refunded. Customer breach does not automatically eliminate a mandatory refund or other legal right. On termination, access and time-limited licenses end, with retention governed by section 5. Accrued charges, continuing express licenses, confidentiality, use restrictions, liability provisions, and dispute terms survive where needed to give them effect.

9. Warranties and liability

SKYDB compiles information in good faith and to the best of its knowledge from sources believed to be reliable. Records may contain mistakes, estimates, omissions, or outdated information. They are not professional advice or a sole basis for engineering, construction, investment, legal, or other consequential decisions. The Customer must independently check suitability and accuracy for its use.

Except for expressly agreed performance and rights commitments, and obligations that cannot lawfully be excluded, Services and data are supplied "as is" and "as available." To the maximum extent permitted by law, SKYDB disclaims express, implied, and statutory warranties, including merchantability, fitness for a particular purpose, noninfringement, accuracy, completeness, currency, availability, and error-free or secure operation. If a rights problem prevents agreed delivery, SKYDB will seek a lawful equivalent or refund the affected undelivered portion.

To the maximum extent permitted by law, SKYDB and its affiliates, personnel, service providers, and licensors exclude liability for losses from using or relying on Services or data, including inaccurate, missing, or outdated records, and for indirect, incidental, special, consequential, exemplary, or punitive damages, lost profits, revenue, opportunities, goodwill, use, data, or business interruption. Where liability remains, SKYDB's aggregate liability arising from an affected Order is limited to the greater of USD 100 or the charges paid or payable under that Order for the preceding 12 months. Multiple users, claims, documents, or delivery formats do not multiply that cap. These provisions apply regardless of legal theory, including contract or negligence, even if a loss was foreseeable.

These exclusions and the limit do not apply to fraud, willful misconduct, gross negligence, death or personal injury caused by negligence, or liability and consumer rights that cannot lawfully be excluded or limited. They do not remove an expressly promised refund or remedy, or the Customer's payment obligations.

A business Customer is responsible for third-party claims arising from its unlawful advertising, infringement by its supplied materials, or unauthorized redistribution. It will indemnify SKYDB for reasonable resulting losses and defense costs, provided SKYDB promptly notifies it, allows reasonable control of the defense, and does not agree to a prejudicial settlement without consent. This business indemnity does not apply to consumers or losses caused by SKYDB's own breach or misconduct.

10. Changes, law, and notices

SKYDB may update these terms and incorporated Service Descriptions to reflect changes in Services, legal requirements, or security needs. SKYDB will publish the revised version and its effective date and give affected Customers at least 30 days' advance notice of material changes by email or a prominent account notice, explaining the material changes. Less advance notice is permitted only to the extent necessary to meet a legal requirement or address an urgent security risk; SKYDB will give notice as soon as reasonably practicable.

For paid Orders, revisions ordinarily take effect at the next Order or renewal, with any agreement required by law. The accepted version continues to govern the current fixed term and completed deliveries. If a legal requirement or urgent security risk makes a material change necessary during a current term, the notice will explain the reason. A Customer that objects may terminate the affected Service by notifying SKYDB within 30 days after notice and receive a refund of prepaid fees for the unused portion. SKYDB will obtain express agreement where required; posting revised terms alone does not establish that agreement. A Customer may prevent renewal through the cancellation route in section 4. Changes do not apply retroactively, expand a data license, or authorize a new product or charge. Section 6 and mandatory remedies

remain available.

The English-language version of these terms and the incorporated contract documents is the original and controlling version. Translations are provided for convenience only. If a translation conflicts with the English-language version, the English-language version prevails, except to the extent mandatory applicable law requires otherwise. This does not waive mandatory rights concerning the language, clarity, or delivery of consumer contract information.

Illinois law and applicable U.S. federal law govern, subject to mandatory consumer protections and forum rights. Subject to those rights, disputes belong in the state courts of Cook County, Illinois, or the U.S. District Court for the Northern District of Illinois, as appropriate. These terms do not impose arbitration or waive a right that cannot lawfully be waived.

These contract documents replace prior discussions about the same Order. Changes and transfers require agreement unless applicable law provides otherwise. An unenforceable provision does not invalidate the remainder, and delayed enforcement is not a waiver. Notices and withdrawal requests: info@skydb.net; SKYDB Corporation, 400 E Randolph St #2322, Chicago, IL 60601, United States.

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