

Paks Terms conditions & Privacy

Terms and Conditions

1. Introduction

Welcome to Paks ("the App"), developed by Thierry Skoda. By downloading, accessing, or using the App, you agree to comply with and be bound by these Terms and Conditions. If you do not agree with these Terms and Conditions, you should not use the App.

2. User Accounts

- **Registration:** To use the App, you must register with a valid phone number or email address. You are required to provide your first name and may optionally provide your last name, profile picture, interests, and Instagram URL.
- **Homebase:** You can optionally specify your home city. No precise addresses or coordinates are collected.
- **Privacy:** You can control who sees your travel plans by adjusting your privacy settings. Only members of your chosen communities can see your information.
- **Profile Visibility:** Your profile, including your Instagram username and phone number, can be visible to others based on your settings. You can restrict visibility to your favorites only.

3. Use of the App

- **Travel Plans:** When creating travel plans, you will provide locations at the level of country, region, neighborhood, or city. Precise locations are never required or shown.
- **Communities:** You can join or create communities. Only community members can see each other's travel plans.
- **Contact Information:** The App does not include a chat function. Users can contact each other via Instagram or WhatsApp if the contact information is

shared. With some communities, a specific communication platform will be used (for example Slack). User will be able to be redirected to this platform and chat with other members.

4. Privacy

- **Data Collection:** We collect only the necessary data for app functionality, including your name, email or phone number, profile picture, interests, and Instagram URL.
- **Data Use:** Your data is used solely for providing the App's services, improving user experience, and for analytics and crash reports to enhance app stability and performance. We do not sell your data to third parties.
- **Data Security:** We implement industry-standard security measures, including encryption and access controls, to protect your personal and sensitive information from unauthorized access, disclosure, or misuse.

5. User Conduct

- **Respectful Use:** You agree to use the App in a respectful manner, without engaging in harassment, abuse, or any form of misconduct.
- **Content Ownership:** You retain ownership of any content you upload to the App. However, by uploading content, you grant us a non-exclusive, royalty-free license to use, distribute, and display that content within the App.

6. Data Controller and Processor

When using Paks, the community (e.g., WiFi Tribe) acts as the data controller, deciding the purpose and means of processing member data. Paks acts as the data processor, handling that data according to the community's instructions. Paks ensures that member data is confined strictly to the community's environment and will never be shared or accessed by external parties.

Data Retention: We retain member data only as long as necessary to support the community's active use of Paks. Upon account deactivation or by community request, data is securely deleted.

7. Disclaimers and Limitation of Liability

- **No Warranty:** The App is provided "as is" without any warranties of any kind. We do not guarantee the accuracy, completeness, or reliability of any content or information provided through the App.
- **Limitation of Liability:** To the maximum extent permitted by law, we are not liable for any damages arising from your use of the App, including but not limited to direct, indirect, incidental, or consequential damages.

8. User Responsibility

You are responsible for complying with all local laws and regulations in your jurisdiction regarding the use of the App.

9. Changes to Terms and Conditions

We reserve the right to modify these Terms and Conditions at any time. Any changes will be effective immediately upon posting on the App. Your continued use of the App after any changes signifies your acceptance of the new Terms and Conditions.

10. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of the Province of Quebec, Canada. Any disputes arising from these terms will be subject to the exclusive jurisdiction of the courts of Quebec, Canada.

11. Entire Agreement

These Terms and Conditions constitute the entire agreement between you and Paks regarding the use of the App and supersede any prior agreements.

12. Contact Us

If you have any questions or concerns about these Terms and Conditions, please contact us at skodathierry@gmail.com.

Privacy Policy

1. Introduction

Paks ("the App") is committed to protecting your privacy. This Privacy Policy explains how we collect, use, and protect your personal information. By using the App, you agree to the collection and use of information in accordance with this Privacy Policy.

2. Information We Collect

- **Personal Information:** When you register for the App, we collect your first name, email address or phone number, profile picture, and Instagram URL. You may also choose to provide your last name, home city, and interests.
- **Travel Plans:** We collect information about your travel plans, including the country, region, neighborhood, or city you plan to visit. We never know your exact location.
- **Analytics and Crash Reports:** We collect anonymous data such as app usage patterns, crash reports, device information, and performance metrics to improve the App's functionality and user experience. This data is not linked to any personally identifiable information.

3. How We Use Your Information

- **Provide Services:** We use your information to provide and improve our services, including allowing you to share travel plans, join communities, and personalize your experience.
- **Communication:** We may use your contact information to send you updates, notifications, and other relevant communications.

- **Privacy Controls:** You can control who sees your information through the App's privacy settings.

4. Data Security

We implement industry-standard security measures, including encryption technologies, secure servers, and access controls, to protect your personal and sensitive information from unauthorized access, disclosure, or misuse.

5. Data Sharing

- **Third-Party Service Providers:** We may share your information with trusted third-party service providers who assist us in operating the App, such as hosting services, analytics providers, and customer support. These providers are contractually obligated to protect your data and use it only for the purposes specified by us.
- **Legal Requirements:** We may disclose your information if required by law or to protect our legal rights.
- **Community Data Privacy:** Paks provides its services to communities like WiFi Tribe. We share member data only with the respective community that utilizes the App. Data will not be shared with any third-party entity outside of the community organization using Paks.

6. Data Processing Agreement

Paks operates under a Data Processing Agreement (DPA) with communities like WiFi Tribe, ensuring that member data is handled securely and solely for providing the App's services. Paks does not share personal data with external parties unless required by law and ensures data is processed according to the community's instructions.

7. Data Retention and Deletion

- **Data Retention:** We retain your personal data for as long as your account is active or as needed to provide you with our services. We may also retain and use your information to comply with legal obligations, resolve disputes, and enforce our agreements.
- **Data Deletion:** You can request the deletion of your account and personal information by contacting us at skodathierry@gmail.com, and we will process requests within 30 days.

8. Analytics and Crash Reports

We use analytics tools and collect crash reports to better understand how users interact with the App and to improve its stability and performance. All data collected for these purposes is anonymized and is not linked to any personally identifiable information.

9. Location Data

Location Access: We may request permission to access your location to determine your current city. This is solely to help speed up the process of creating travel plans. We do not collect or store your precise location data, and you can choose to decline this request without affecting your use of the App.

Location Tracking: We may request permission to access your location periodically (every 24 hours) to update your approximate location on the map. This feature is optional, and you can decide whether or not to enable it. When active, it allows you to keep your location updated, even while you're not using the App. It helps your friends and community members see your general whereabouts without sharing your exact coordinates. We use a non-precise configuration on both iOS and Android, so we do not access or store your exact location data.

10. Your Rights

Access and Correction: You can access and update your personal information through your account settings. You can also request to see what information is

stored within the communities you're in.

Deletion: You can request the deletion of your account and personal information by contacting us at skodathierry@gmail.com, and we will process requests within 30 days.

11. Children's Privacy

The App is not intended for individuals under the age of 13. We do not knowingly collect personal information from children under 13. If we become aware that a child under 13 has provided us with personal information, we will take steps to delete such information.

12. International Data Transfers

Your information may be transferred to, and maintained on, servers located outside of your province, country, or other governmental jurisdiction where the data protection laws may differ. We take appropriate measures to ensure that your data is treated securely.

13. Compliance with Laws

We comply with applicable privacy laws and regulations, including the Personal Information Protection and Electronic Documents Act (PIPEDA) of Canada.

14. Changes to Privacy Policy

We may update this Privacy Policy from time to time. Any significant changes will be posted on the App, and we will notify you by posting a notice within the App or sending an email. Your continued use of the App after any changes indicates your acceptance of the new Privacy Policy.

15. User Consent

By using the App, you consent to the collection and use of information in accordance with this Privacy Policy.

16. Contact Us

If you have any questions or concerns about this Privacy Policy, please contact us at skodathierry@gmail.com.

Child Safety and CSAE Compliance

At **Paks: Travel Solo, Not Alone**, we are committed to ensuring a safe and secure environment for all users, including the prevention of child sexual abuse and exploitation (CSAE). Our platform strictly prohibits any form of child exploitation, abuse, or harmful content.

We comply with all relevant child safety laws and regulations, and we take the following measures to prevent CSAE:

- **Reporting Mechanism:** Users can report any concerning content or behavior directly within the app or by contacting skodathierry@gmail.com.
- **Collaboration with Authorities:** We work closely with legal authorities and child protection agencies to report and take action against any cases of child exploitation.
- **Moderation & Enforcement:** Our team reviews reported content and enforces strict policies to remove harmful content and suspend violating accounts.
- **Data Protection & Privacy:** We prioritize user privacy and security while ensuring compliance with legal requirements for child safety.