

SKIPPY TOKEN TERMS & CONDITIONS

These terms and conditions ("Terms") govern the use of the Platform (defined below) and the Services (defined below). These Terms also include any guidelines, additional terms, policies, and disclaimers made available or issued by Skippy Token/ its subsidiaries and the Skippy team from time to time.

These Terms constitute a binding and enforceable legal contract between the Skippy Token and its affiliates and subsidiaries worldwide ("Skippy Token", "we", "us") and you, an end user of the Services ("you" or "User") in relation to the Services and Sales.

By using the Services and Sales, you agree that you have read, understood, and are bound by these Terms, as amended from time to time, and that you comply with the requirements listed herein. If you do not agree to all these Terms or comply with the requirements herein, please do not access or use the Services.

1. SERVICES

(a) The Skippy Token platform ("Platform") provides multiple service offerings namely: (i) Skippy Apparel, (ii) Skippy Go, (iii) Skippy Marketplace and (iv) Skippy Multi Wallet, cumulatively referred to as ("Services"), the usage of each individual Service whereof is regulated as per their respective terms read with these Terms; which term includes the underlying application, all services available through the Platform, and all free trials and beta services made available by the Platform.

(b) The User may be required to connect their wallet to the Platform to gain access to some of the Services and Sales. We are not responsible for any loss or damage that may arise from such integration.

(c) You understand that the Platform Services involve nascent technologies, and the usage of such Services could result in partial or complete loss of funds.

2. ACCESS TO THE SERVICES

(a) By using the Services, you represent and warrant that:

(i) you have full legal capacity and authority to agree and bind yourself to these Terms;

(ii) you are eighteen years of age or older;

(iii) your use of the Services is (A) not prohibited by applicable law, and (B) at all times compliant with applicable law; and

(iv) are solely responsible for use of the Services and, if applicable, for all activities that occur on or through your User account.

(b) You should take steps to ensure the confidentiality of your personal information and restrict access to the devices you use to access the Platform.

3. YOUR RESPONSIBILITIES

(a) You shall not use the Services in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you may not:

- (i) infringe any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets of Skippy Token;
- (ii) use the Services to transmit any data or send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware;
- (iii) use any robot, spider, other automated device, or manual process to monitor or copy the Services or any portion thereof other than copying or exporting as permitted by the Terms;
- (iv) make any back-up or archival copies of the Platform or any part thereof, including disassembling or de-compilation of the Platform;
- (v) use the Services in (A) any unlawful manner, (B) for fraudulent or malicious activities, or (C) in any manner inconsistent with these Terms; or
- (vi) violate applicable laws in any manner.

(b) You warrant that you are aware of applicable laws and regulations governing your use of the Services. You shall be solely responsible for ensuring compliance with the various applicable laws, and you shall be solely liable for any liability that may arise due to a breach of your obligations in this regard.

(c) YOU AGREE TO FAMILIARISE YOURSELF WITH THE PLATFORM, THE SERVICES, AND ITS INTENDED USAGE. YOU AGREE TO FOLLOW ALL THE REQUISITE STEPS INVOLVED IN USING THE PLATFORM AS INTENDED. WE WILL NOT BE LIABLE FOR ANY WRONGFUL USE OF THE PLATFORM DUE TO USER ERROR.

(d) You shall extend all cooperation, at your cost, to Skippy Token in its defence of any proceedings that may be initiated against it due to a breach of your obligations or covenants under these Terms.

4. Skippy Token's INTELLECTUAL PROPERTY

(a) All rights, title, and interest in and to the Services, including all intellectual property rights arising out of the Services, are owned by or otherwise licensed to Skippy Token. Subject to your compliance with these Terms, Skippy Token grants you a non-exclusive, non-sub licensable, and limited license to

- (i) use the Services in the permitted hereunder.
- (b) Except as stated in these Terms, nothing in these Terms should be construed as conferring any right in or license to Skippy Token or any third party's intellectual rights.
- (c) You may provide suggestions and other feedback, including bug reports, in relation to the Services from time to time ("Feedback"). Skippy Token may freely use, copy, disclose, publish, display, distribute, and exploit the Feedback without

any payment of royalty, acknowledgement, prior consent, or any other form of restriction arising out of your intellectual property rights.

5. THIRD PARTY SERVICES

(a) The Services may include services, content, and information owned, made available, or otherwise licensed by a third party ("Third Party Services") or contain links to Third Party Services. You understand that Third Party Services are the responsibility of the third party that created or provided it and acknowledge that the use of such Third-Party Services is solely at your own risk.

(b) Skippy Token makes no representations and excludes all warranties and liabilities arising out of or pertaining to such Third-Party Services, including its accuracy or completeness.

(c) All intellectual property rights in and to Third Party Services are the property of the respective third parties.

6. INDEMNITY

You agree to indemnify and hold harmless Skippy Token, its affiliates, subsidiaries, licensors, and their respective directors, officers, members, managers, employees, and agents from and against any and all claims and expenses arising out of your use of the Services, a breach of any provision of these Terms by you or any person using the Services on your behalf, a breach by you of any applicable laws, or any third-party claim to the extent arising from or connected with an allegation that your use of the Services in accordance with these Terms infringes any rights of a third party.

7. TERM AND TERMINATION

(a) These Terms shall remain in effect unless terminated in accordance with the terms hereunder.

(b) Skippy Token may terminate, suspend, or modify your access to the Services, or any portion thereof, immediately and at any point, at its sole discretion if it is of the view that you violate or breach any of your obligations, responsibilities, or covenants under these Terms. Skippy Token will not be liable to you or to any third party for any termination, suspension, or modification of your access to the Services.

(c) Upon termination under Clause 7(b):

(d) these Terms shall terminate, except for those clauses that expressly or are intended to survive termination or expiry.

8. CONFIDENTIALITY

You acknowledge that the Services contain Skippy Token's and its licensors' trade secrets and confidential information. You agree to hold and maintain the Services in confidence, and not to furnish any other person with a copy of the Services or Platform. You agree to use a reasonable degree of care to protect the confidentiality of the Services. You will not remove or alter any of Skippy Token's or its licensors' proprietary notices.

Your obligations under this Clause continue even after these Terms have expired or been terminated.

9. Anti-MONEY LAUNDERING ("AML") POLICY

(a) Skippy Token expressly prohibits and rejects the use of the Service for any form of illicit activity, including money laundering, terrorist financing or trade sanctions violations, consistent with various jurisdictions' laws, regulations and norms. By using the Service, you represent that you are not involved in any such activity.

10. FORCE MAJEURE

Skippy Token shall have no liability to you if it is prevented from or delayed in performing its obligations or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction.

11. JURISDICTION AND GOVERNING LAW

(a) Subject to the other provisions of this Clause 12, the Parties shall attempt in good faith to mutually resolve any and all disputes, whether of law or fact, and of any nature whatsoever arising from or with respect to this Agreement.

(b) All disputes shall be resolved by arbitration in Australia in accordance with the procedural aspects of Australia's Arbitration law for the time being in force and rules thereunder, which are deemed to be incorporated by reference in this Clause. The tribunal shall consist of 1 (One) arbitrator mutually appointed by the Parties.

(c) The award rendered by such arbitrator shall be final and binding on the Parties.

12. MISCELLANEOUS PROVISIONS

(a) Modification: Skippy Token reserves the right at any time to modify these Terms and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be communicated to you and, unless expressly rejected (in which these Terms shall terminate), will be effective immediately and will be incorporated into these Terms. In the event, you refuse to accept such changes, these Terms and license will terminate.

(b) Severability: If any provision of these Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Terms will continue in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear

intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).

(c) Notices: All notices, requests, demands, and determinations for Skippy Token under these Terms (other than routine operational communications) shall be sent to support@SkippyToken.io

(d) Third Party Rights: No third party shall have any rights to enforce any terms contained herein.