

## OVERVIEW

This website is operated by SkipLabs, Inc. (referred to herein with “we”, “us” and “our”). We offer this website, including all information, tools and services available from this site to you, the user (referred to herein with “user”, “you”, and “your”), conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site, you engage in our “Service” and agree to be bound by the following terms and conditions (referred to herein with “Terms of Use” and “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink (including, without limitation, our [Non-Commercial Software License Agreement](#), for applicable users). These Terms of Use apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Use carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Use. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Use are considered an offer, acceptance is expressly limited to these Terms of Use.

Any new features or tools which are added to the current website shall also be subject to the Terms of Use. You can review the most current version of the Terms of Use at any time on this page. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## SECTION 1 – GENERAL TERMS

By agreeing to these Terms of Use, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright, trademark or patent laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services, in addition to any other remedies available to us that we choose to pursue against you.

## SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse Service to anyone for any reason at any time.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site or through our Services 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 site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. 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.

## **SECTION 4 – MODIFICATIONS TO THE SERVICE**

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, suspension or discontinuance of the Service.

## **SECTION 5 – THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of, and we do not warrant and will not have any liability or responsibility for, any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 6 – PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Use, you are prohibited from using our Services, the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses, or any other term of these Terms of Use.

## **SECTION 7 – OWNERSHIP**

You are entirely responsible for each individual item of content that you post or upload to our sites or provide us in connection with the Services, and, as between you and us, you retain ownership and any intellectual property rights in such content; provided, however, that you hereby grant us a non-exclusive, royalty-free, fully paid, fully sub-licensable, worldwide, irrevocable and perpetual license to use, reproduce, distribute, publicly display, publicly perform, modify, make, have made, sell, offer for sale, import and otherwise exploit such content in all media now known and later developed, and to allow others to do the same. We reserve the right to remove any content posted by you or other users of our site or the Services, at our sole discretion, for reasons including but not limited to that it is unlawful, threatening, libelous, defamatory, fraudulent, obscene or otherwise objectionable, or because it may infringe or violate any party's intellectual property or privacy. We are under no obligation to utilize any content posted or provided by you.

Company exclusively owns all now known and/or hereafter existing rights of every kind throughout the universe, in perpetuity, in and pertaining to the site and Services. You hereby agree not to institute or support, maintain, or permit any action or lawsuit on the grounds that any other ancillary, subsidiary, related or other product produced or exploited by Company violates any of your rights or is in any way a defamation or mutilation of the product of any content posted or provided by you. You understand that Company may assign the rights and/or extend this permission to third parties, in Company's sole discretion, solely in connection with any of the permitted uses indicated above, and you understand that Company and those others will be relying on and incurring certain expenses based on your having given Company this permission. This permission, and all the rights granted to Company, are irrevocable and not subject to rescission, revocation or termination. You further understand and agree that under no circumstance will you be entitled to equitable and/or injunctive relief in connection with this release.

## **SECTION 8 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

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 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, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

IN NO CASE SHALL COMPANY, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS, LICENSORS OR OTHER REPRESENTATIVES 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 THE SITE, ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SITE OR SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITE OR 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 SITE, SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE OR 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.

## **SECTION 9 – INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Company and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, representatives, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of any act or omission by you in connection with your use of the site or Services, and/or arising out of your breach of these Terms of Use or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SECTION 10 – SEVERABILITY**

In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 11 – TERMINATION**

The obligations and liabilities of us and you incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you have ceased, and by actually having ceased, your use our Services. If at any time thereafter you access and/or use the site or our Services, these Terms of Use (as may be modified or update), shall apply to your access and use thereof.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination, or anything incurred thereafter as a result of any act or omission by you in violation hereof; and/or accordingly may deny you access to our Services (or any part thereof).

## **SECTION 12 – ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Use and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use).

Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

### **SECTION 13 – GOVERNING LAW**

These Terms of Use and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the state of New York, without regard to conflict of law principles. Any dispute concerning this Agreement and/or any of the Events referenced herein (generally or specifically) will be instituted exclusively in the federal or state courts located in New York, New York.

### **SECTION 14 – CHANGES TO TERMS OF USE**

You can review the most current version of the Terms of Use at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Use by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Use constitutes acceptance of those changes.