Terms & Conditions

Version 1.01

1. Acceptance of Terms

1.1

In these terms and conditions (**"Terms"**), "we", "us" or **" SKYHASH"** refers to SKYHASH OÜ. Ltd., and "our" shall be construed accordingly. "You" refers to any person accessing, or using any Services (as defined in Paragraph 2.1 of these Terms) as accessible at, our website: https://ico.sky-hash.net/ **("Website")**, and "your" shall be construed accordingly.

1.2

Your use of the Services is subject to these Terms as may be amended by us from time to time at our sole and absolute discretion. **If you do not agree to these Terms, please exit the Website and cease usage of all the Services immediately.**

1.3

We may revise these Terms at any time with or without notice to you and any changes will be uploaded on the Website. These changes shall take effect from the date of upload and your continued access or use of the Website and/or the Services from such date shall be deemed to constitute acceptance of the new Terms. It shall be your sole responsibility to check the Website for such changes from time to time.

1.4

Any personal data or information which you provide to us is also subject to the latest version of our Privacy Policy (available at https://ico.sky-hash.net/privacy_policy.html), which is incorporated by reference into these Terms.

1.5

In accessing or using the Services, you :

(a)

agree to be bound by and to abide by the latest version of the Terms without variation or modification;

(b)

represent and warrant that in the jurisdiction to which you are subject, you are of legal age to use the Website and/or the Services and to create binding legal and financial obligations for any liability you may incur as a result of the use of the Website and/or the Services; and

(c)

represent and warrant that you are not a Disqualified Person/Entity (as defined in Paragraph 2.1 of these Terms) or acting on behalf of a Disqualified Person/Entity.

1.6

No information contained in or on, and no part of the following:

(a)

the finalised, published and adopted version or draft of the Whitepaper (as defined in Paragraph 2.1 of these Terms);

(b)

the Website;

(c)

any website directly or indirectly linked to the Whitepaper or the Website; or

2. Definitions and Interpretations

2.1

Definitions

In these Terms, unless the context otherwise requires:

"**Address**" means an address on the Ethereum blockchain;

"**Applicable Laws**" means all relevant or applicable statutes, laws (including any reporting and/or withholding tax requirements of any government), rules, regulations, directives, circulars, notices, guidelines and practice notes of any Governmental Authority;

"**Digital Asset**" means any cryptographic asset or virtual currency including but not limited to the Supported Tokens;

"**Disqualified Person/Entity**" means (a) any person or body corporate seeking to access the Website / use the Services from within the Excluded Countries; (b) any person (being a natural person) who is citizen of, domiciled in, or resident of, a country whose laws prohibit or conflict with the access of the Website or use of Services; and/or (c) any body

corporate that is incorporated in, domiciled in, or organised in, a country whose laws prohibit or conflict with the access of the Website or use of Services;

"Double Spending" means the use, or attempted use, of the same Digital Asset in more than one transaction or other similar arrangement;

"ETH" means Ether, the cryptographic token native to the Ethereum network. For the avoidance of doubt, ETH does not refer to Ethereum Classic;

"Ethereum" means the decentralised platform as described in https://www.ethereum.org;

"Excluded Countries" Afghanistan, Belarus, Bosnia and Herzegovina, Burundi, Central African Republic, Democratic Republic of the Congo, Egypt, Eritrea, Ethiopia, Iran, Iraq, Libya, Mali, North Korea, Republic of Guinea-Bissau, Republic of Vanuatu, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Trinidad and Tobago, Tunisia, Ukraine, Venezuela, Yemen and Zimbabwe;

"Fork" or **"Forking"** means a change in the existing source code or the creation of new or additional source code for a blockchain;

3. Eligibility

Access to the Website is intended for and extended only to, and the Services are intended for and extended only to, a person or body corporate who is not a Disqualified Person/Entity.

Accordingly, you are not eligible to access the Website or use the Services if you are a Disqualified Person/Entity. If you are a Disqualified Person/Entity, or if you are acting on behalf of a Disqualified Person/Entity, you should exit this Website and cease usage of all Services immediately.

11. Disclaimers

11.1

To the maximum extent permitted by all applicable laws, regulations and rules of the Republic of Estonia and except as otherwise provided in these Terms, each SKYHASH Token generator hereby expressly disclaims its liability and shall in no case be liable to you or any person for:

(a)

any sale or transfer of any Supported Tokens by you hereunder to any person at any time;

(b)

the User Offer Tokens or the User Request Tokens used for Token Exchange being obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;

(c)

use of Services, User Offer Tokens or the User Request Tokens for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;

(d)

rejection, abortion, suspension or delay of Token Exchange;

(e)

failure or delay in the execution of Token Exchange or User Offer Token Refund (as the case may be).

(f)

any virus, error, bug, flaw, defect or otherwise adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability or tradeability and other material characteristics of the Supported Tokens or the SKYHASH Token generator;

(i)

decreases or volatility in traded prices or trading volume of the Supported Tokens;

(j)

failure or unfitness of the Services, the SKYHASH Token generator or any Supported Token for any specific purpose;

12. Limitation of liability and indemnification

12.1

In addition and without prejudice to any other right or remedy under these Terms and to the maximum extent permitted by all applicable laws, regulations and rules of the Republic of Singapore and except as otherwise provided in these Terms:

(a)

no Kyber Affiliate (including KDEX) shall be liable for any Loss arising out of or in connection with the use of the Services, the Token Exchange, or the use, receipt or holding of Supported Tokens by you;

(b)

in any event, the aggregate liability of the Kyber Group, in tort, contract or otherwise, arising out of or in connection with the use of Services, the Token Exchange, or the use, receipt or holding of Supported Tokens by you shall be limited to :

(i)

relevant User Offer Tokens Quantity transferred by you to the KDEX Smart Contract pursuant to a Token Exchange Order hereunder; or

(ii)

relevant User Request Token Quantity requested by you pursuant to a Token Exchange Order hereunder,

as elected by us in our sole and absolute discretion; and

(c)

you hereby agree to waive all rights to assert any claims under Applicable Laws and agree that you may make claims based only on these Terms.

12.2

To the maximum extent permitted by the applicable laws, regulations and rules of the Republic of Estonia, you shall indemnify, defend, and hold each SKYHASH Token generator and/or its subsidiaries, related companies, directors, officers, employees, agents, successors, and permitted assignees ("Indemnified Persons") harmless from and against any and all losses, claims, liabilities, damages, suits, actions, demands, proceedings, costs, charges and/or expenses of whatsoever nature or howsoever arising, including any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue and income or profits as well as reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against any of the Indemnified Persons arising out of a breach of any warranty, representation, or obligation hereunder.

13. No assignment

Subject to these Terms, only you and no other person shall have the right to any claim

against any SKYHASH in connection. You shall not assign, trade or transfer, or attempt to

assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall

be void and shall not impose any obligation or liability on any SKYHASH to the assignee or

transferee.

14. Intellectual property rights

These Terms shall not entitle you to any intellectual property rights, including the rights

in relation to the use, for any purpose, of any information, image, user interface, logos,

trademarks, trade names, Internet domain names or copyright in connection with the

Whitepaper, the Website, the Services, any SKY-NET, the Supported Tokens, Token

Exchange, your use of the Services, and the Token generator.

15. Surviving terms

Paragraphs 9 to 21 (including this Paragraph 15) hereto shall remain valid and in full force

and effect notwithstanding any rescission or termination of these Terms and any rights or

obligations of the Parties in respect of any breach of these Terms accruing prior to, on or as

a result of such termination or rescission shall continue to subsist notwithstanding such

termination or rescission.

16. No waiver

Any failure by any SKYHASH   to enforce these Terms or to assert any right(s), claim(s) or

causes of action against you under these Terms shall not be construed as a waiver of the

right of any token generator   to assert any right(s), claim(s) or causes of action against

you.

17. Entire agreement

17.1
These Terms contain the entire agreement and the understanding between the Parties and
supersedes all prior agreements, understandings or arrangements (both oral and written)
in relation to the use of Services.
17.2
In the event that any SKYHASH discovers that you, in your use of the Services, have engaged
in any of the Prohibited Uses or any other unfair, excessive or abusive usage or conduct, the
SKYHASH reserves the right to take such actions as may be necessary, to the fullest extent
possible under law, to protect any SKYHASH from any Loss.

18. Taxes

18.1

The use of Services, including but not limited to Token Exchange shall be exclusive of all taxes that are applicable to, arising from, or in connection to your use of the Services, including but not limited to Token Exchange, your receipt and holding of Supported Tokens in any jurisdiction ("Payable Tax").

18.2

You shall be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all penalties, claims, fines, punishments, or other liabilities arising from the non-fulfilment or non-performance to any extent of any of your obligations in relation to the Payable Tax.

19. Governing law and dispute resolution

19.1

These Terms shall be governed by, and construed in accordance with, the laws of the Republic of Estonia.

19.2

Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by arbitration in Estonia in accordance with the rules of the EU for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Estonia. The language of the arbitration shall be English.

19.3

Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of Estonia to support and assist the arbitration process pursuant to Paragraph 19.2 of these Terms, including if necessary the grant of interlocutory relief pending the outcome of that process.

20. Contracts (rights of third parties) act

20.1

Subject to Clause 20.1, the Contracts (Rights of Third Parties) Act (Chapter 53B) of Republic of Estonia, as may be modified, amended or supplemented from time to time, shall apply to these Terms.

20.2

Save for the SKYHASH Token genarator and the Indemnified Persons who shall have rights to the extent accorded thereto under these Terms, a person who is not a Party shall not have any rights whatsoever under these Terms or to enforce these Terms.

21. Serverance and partial invalidity

21.1

If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect.

21.2

The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

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ANNEX 1 – SUPPORTED TOKENS

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The list of supported tokens are published on https://ico-portal.sky-hash.net/, and may change from time to time.

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ANNEX 2 – RISK FACTORS & DISCLAIMERS

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You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms before deciding to use any of the Services. To the best of our knowledge and belief, the risk factors which are material to you in making an informed judgement to use the Services have been set out below.

RISKS RELATING TO THE KDEX PLATFORM

We may experience system failures, unplanned interruptions in our network or services, hardware or software defects, security breaches or other causes that could adversely affect our infrastructure network.

We are dependent in part on the location and data centre facilities of third parties

Our infrastructure network is in part established on servers which are owned or housed at the location facilities of third parties, and/or servers that it rents at data

centre facilities of third parties. If we are unable to maintain such network on commercially reasonable terms or at all, we may be required to transfer our services to a new data centre facility, and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures. Additionally, the third party providers of such facilities may suffer a breach of security as a result of third party action, employee error, malfeasance or otherwise, and a third party may obtain unauthorised access to the data in such servers. As techniques used to obtain unauthorised access to, or to sabotage systems change frequently and generally are not recognised until launched against a target, the SKYHASH and the providers of such facilities may be unable to anticipate these techniques or to implement adequate preventive measures.

None of the information available on the Website or made available to you in relation to the use of Services constitutes advice
None of the information available on the Website or made available to you in relation to the use of Services (including but not limited to the Indicated Spot Exchange Rate provided in respect of a Token Exchange, which is not indicative of the price at which certain Supported Tokens are being traded on the SKYHASH Token Generator or other cryptocurrency exchange platforms) constitutes any advice, including but not limited to legal, tax, financial or trading advice. If you are in any doubt as to the action you should take, you should consult your legal, financial, tax or other professional advisors.