

## Site Terms of Use

*Last updated on March 13, 2023*

As used in these Terms, “we”, “us” and “our” means Skyline Digital AG, a Swiss corporation (*aktiengesellschaft*) with registered office in the Canton of Zug (“**Skyline**”), and “you” means the individual or business accessing or using the Site.

This Terms of Use apply to the access and use of Skyline’s website located at [www.skylinedigital.xyz](http://www.skylinedigital.xyz), and all associated sites linked to [www.skylinedigital.xyz](http://www.skylinedigital.xyz) by Skyline (collectively, the “**Site**”). The Site is the property of Skyline and its licensors. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

Skyline reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Skyline grants you a personal, non-exclusive, non-transferable, limited right to enter and use the Site.

### **1. INTELLECTUAL PROPERTY RIGHTS**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, “**Content**”), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Skyline, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

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## **2. USE OF THE SITE**

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Skyline reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Skyline server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Skyline, including any Skyline account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Skyline's systems or networks, or any systems or networks connected to the Site or to Skyline.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Skyline on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Skyline or others.

## **3. NO OFFER, ADVICE OR CLIENT RELATIONSHIP**

All information, functionalities and material contained on this Site are provided for informational purposes only. Nothing in this Site shall constitute an offer or a solicitation to purchase or sell any investment instruments or securities, effect any transaction or enter into any other legally binding relationship.

The information on this Site may not be suitable for you or available in the jurisdiction where you are located. Accordingly the rules for the protection of private customers that apply in the jurisdiction in which you are located may not apply.

Skyline does not provide investment, legal or tax advice through the Site. No investment or other decisions should be made solely based on the contents or information found on the Site. If you want to make a decision about your investments, you should seek the advice of a professional financial advisor or qualified expert.

Skyline will not treat users of these Site as their clients by virtue of access to the Site. As outlined in Section 4 below, if you would like to become a client of us, you have to enter into a signed, written agreement between you and Skyline.

#### **4. OTHER TERMS AND CONDITIONS**

Additional terms and conditions may apply to purchases of products or services and to specific portions or features of the Site, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

Skyline's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

Skyline may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and Skyline makes no commitment to update the materials on the Site with respect to such products and services.

#### **5. PRIVACY**

Skyline's Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. Additionally, by using the Site, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, financial information) is encrypted.

#### **6. LINKS TO OTHER SITES**

This Site may contain links to other independent third-party websites ("**Linked Sites**"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Skyline's control, and Skyline is not responsible for and does not endorse the content of such

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## **7. DISCLAIMERS**

SKYLINE DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. SKYLINE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. SKYLINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SKYLINE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY SKYLINE'S SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST SKYLINE FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Skyline reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

## **8. LIMITATION OF LIABILITY**

Except where prohibited by law, in no event will Skyline be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Skyline has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Skyline is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, Skyline's liability shall in no event exceed the greater of (1) the total of any subscription or other fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the initial claim made against Skyline, or (2) CHF 100. Some

jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

## **9. INDEMNITY**

You agree to indemnify and hold Skyline, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Skyline by any third party due to or arising out of or in connection with your use of the Site.

## **10. VIOLATION OF THESE TERMS OF USE**

Skyline may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Skyline's rights or property, or the rights or property of visitors to or users of the Site, including Skyline's customers. Skyline reserves the right at all times to disclose any information that Skyline deems necessary to comply with any applicable law, regulation, legal process or governmental request. Skyline also may disclose your information when Skyline determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Skyline may preserve any transmittal or communication by you with Skyline through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Skyline determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Skyline, its employees, users of or visitors to the Site, and the public.

You agree that Skyline may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Skyline, for which monetary damages would be inadequate, and you consent to Skyline obtaining any injunctive or equitable relief that Skyline deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Skyline may have at law or in equity.

You agree that Skyline may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Skyline does take any legal action against you as a result of your violation of these Terms of Use, Skyline will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Skyline. You agree that Skyline will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

#### **11. GOVERNING LAW AND DISPUTE RESOLUTION**

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of Switzerland without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the courts in Zug, Switzerland, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for products and services are not subject to this limitation. In the event of any controversy or dispute between Skyline and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

#### **12. VOID WHERE PROHIBITED**

Skyline administers and operates the Site from its location in Switzerland. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside Switzerland. Skyline reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside Switzerland, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

#### **13. GENERAL**

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Skyline with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Skyline with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase agreement you enter into with Skyline, Skyline will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected.

Skyline's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Skyline of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Skyline and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

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