

Terms and Conditions

Last updated: August 12, 2019

Thank you for using SKY (<http://getskyindex.com>) and/or its associated social media pages (collectively, the “Site”). Please read these Terms and Conditions (“Terms”) completely and carefully before using SKY. You agree to be bound by these Terms and Conditions and all Terms incorporated by reference.

I. Risk Statement

All investments involve substantial risk of loss. All trading strategies are used at your own risk and you are responsible for the financial resources you utilize. If the market moves against you, you may sustain a total loss of the initial amount you allocated to the investment. You should not engage in trading unless you fully understand the nature of the transaction you are entering into and the extent of your exposure to loss. If you do not fully understand these risks, you should seek independent advice from your financial advisor.

Scope. These are the Terms and Conditions of Skyindex Int OU, which is referred to in these Terms as “SKY”, “we” or “us”. SKY is incorporated in the Republic of Estonia.

These Terms combined with the Eligibility and Agreement definition below apply to any access and use of our website at <http://sky.com>, our online services, and any of our services related to or utilizing any of the foregoing, which we refer to in these Terms, collectively, as our Services.

II. Eligibility and Agreement

If you use our Services, these Terms apply. If you do not agree to these Terms, you must not use our Services. You can use our Services only if you can lawfully enter into an agreement to these Terms under applicable law. If you use our Services, you agree to do so in compliance with these Terms and with applicable laws and regulations.

III. Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. These Terms and Conditions 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 and Conditions). Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

IV. Changes to These Terms

We may make changes to these Terms, including when there are changes in our Services, technology, regulation or for other reasons. If we do, we will provide you with notice of such changes by posting the updated Terms on our website and changing the “Last Updated” date above. Any amended Terms will become effective no earlier than 3 days after they are posted and apply prospectively to use of the Services after such changes become effective, except that changes addressing new functions of the Skyindex Services or changes made for legal reasons will be effective immediately. Your continued use of the Services following the effective date of such changes will constitute your acceptance of such changes. If you do not agree to any amended Terms, you must discontinue using the Services.

V. The SKY Services

Skyindex provides a way to purchase token “sky8” with a lump sum fee, paid by Customer to us, equal to 5% of a token's price. Our Services may evolve over time. This means we may make changes, replace, or discontinue (temporarily or permanently) our Services at any time for any reason with or without notice. In this case, you may be prevented from accessing or using our Services. If in our sole discretion, we decide to permanently discontinue our Services, we will provide you with notice via our website.

VI. Refunds; Reversals

Once a transaction has been initiated, it cannot be reversed. Purchases using a bank account, debit card, or credit card may be reversed or may be subject to a chargeback or related claim. All payment transactions processed through the Services are non-refundable. You may have additional refund or charge-back rights under your agreement with the recipient of such funds, your bank, or applicable law. You should periodically review statements from your bank, which should reflect all applicable payment transactions made using that payment method.

VII. Cancellation Policy

If the Customer wishes to cancel using our services, he or she can sell the tokens back to Skyindex at the market price through the website getskyindex.com with the success fee equal to 15%. Monies shall be transferred to Customer’s account within 72 hours after the request has been processed. The time for request processing is 24 hours.

VIII. Ownership of Intellectual Property Rights

We retain all right, title, and interest (including all copyright, trademark, patent, trade secrets, and all other intellectual property rights) in our Services and all content on our Services, including our trademarks, service marks, designs, logos, URLs, and trade names that are displayed on our Service, which we refer to in these Terms, collectively, as the Skyindex Materials. We hereby grant you a limited, nonexclusive, and non-sublicensable license to access and use the Skyindex Materials for your personal or internal business use. Such license is subject to these Terms and does not permit any resale of the Skyindex Materials; the distribution, public performance or public display of any Skyindex Materials; modifying or otherwise making any derivative uses of the Skyindex Materials, or any portion thereof; or any use of the Skyindex Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services. We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding Skyindex or our Services that you provide, whether by email, posting through our Services or otherwise, which we refer to in these Terms as Feedback. Any Feedback you submit is non-confidential and will become the sole property of Skyindex. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You may not use, copy or retransmit anything on our website without our permission. We reserve all rights not expressly granted herein.

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to

respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

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 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.

IX. Prohibited Activities

We make no representation that the Services are appropriate or available for use in your location, and accessing them from locations where their contents are illegal is prohibited.

If you choose to access this site from any such locations, you do so on your own initiative and are responsible for compliance with local laws.

You agree that you will not use the Skyindex Services to perform any type of illegal activity of any sort or to take any action that negatively affects the performance of the Skyindex Services. You may not engage in any of the following activities via the Services, nor may you help a third party in any such activity: (1) attempt to gain unauthorized access to our Services or another user's account, (2) make any attempt to bypass or circumvent any security features, (3) violate any law, statute, ordinance, or regulation, (4) reproduce, duplicate, copy, sell or resell our Services for any purpose except as authorized in these Terms, (5) engage in any activity that is abusive or interferes with or disrupts our Services. If you are blocked by Skyindex from accessing the Skyindex Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Use of our Services in connection with any transaction involving illegal products or services is prohibited. Skyindex reserves the right to temporarily or permanently suspend your account or otherwise restrict your use of the Skyindex Services if any violation of this section occurs.

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using 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.

X. Investigations

Skyindex reserves the right to investigate suspected violations of these Terms and Conditions, including without limitation any violation arising from any submission, posting or e-mails you make or send to any Forum. Skyindex may seek to gather information from the user who is suspected of violating these Terms and Conditions, and from any other user. Skyindex may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If Skyindex, in its sole discretion, believes that a violation of these Terms and Conditions has occurred, it may edit or modify any submission, posting or e-mails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. Skyindex will fully cooperate with any law enforcement authorities or court order requesting or directing Skyindex to disclose the identity and other available information relating to anyone posting any e-mails, or publishing or otherwise making available any materials that are believed to violate these Terms and Conditions.

XI. Trademarks

Skyindex and the Skyindex logo are our trademarks, registered trademarks or service marks. Any other trademarks mentioned in our website are the property of their respective owners.

XII. Disclaimer of Warranties

Our services are provided “as is” with no warranty of any kind. Your use of our Services is at your sole risk. We and our licensors, service providers or subcontractors (if any) make no representations or warranties about the suitability of the information, software, products and services contained in our Services for any purpose or their compliance with any accounting rules, principles or laws, and expressly disclaim any representation or warranty that the Services will be free from errors, viruses or other harmful components, that communications to or from the Services will be secure and not intercepted, that the services and other capabilities offered from the Services will be uninterrupted, or that their content will be accurate, complete or timely. Except as expressly stated in these Terms, we disclaim all warranties and conditions, express, implied, or statutory, including without limitations the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. You acknowledge that you have not entered into this agreement in reliance upon any warranty or representation except those specifically set forth in these Terms. Some jurisdictions do not allow the disclaimers in this section may not apply to you.

XIII. Force Majeure

Skyindex shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in

telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

XIV. No Advice

Skyindex is not acting and cannot act as an advisor, including as to any financial, legal, investment, insurance and/or tax matters. Any information provided by Skyindex is for general information only. You are solely responsible for determining whether any contemplated transaction is appropriate for you.

XV. Indemnification

You agree to indemnify, defend and hold us, our employees, agents, consultants, subsidiaries, partners, affiliates, and licensors, harmless against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals) arising from or in any way related to your use of our Services, your violation of these Terms, or your violation of any rights of any other person or entity.

XVI. Limitation of Liability

In no event will we, our licensors, service providers or subcontractors (if any) be liable for any indirect, special, incidental, punitive or consequential damages (including, without limitation, lost profits, loss of use, loss of data or loss of goodwill) arising out of or in connection with these Terms and Conditions, or the performance or operation of our services, your access to, display of, use of the services, or with delay or inability to access, display or use the services, any computer viruses, information, software, linked sites, products or the performance or operation of our Services, your access to, display of, use of the Services, or with delay or inability to access, display or use the Services, any computer viruses, information, software, linked sites, products or services obtained through the Services, or the act or omission of any business using our services or other third party, whether such liability arises from any claim based upon breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, and whether or not we, our licensors, service providers or subcontractors have been advised of the possibility of such damages.

XVII. Severability

If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

XVIII. Arbitration and Governing Law

Please read the following paragraph carefully because it requires you to arbitrate disputes with us and it limits the manner in which you can seek relief.

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Republic of Estonia.

You and Skyindex agree to arbitrate any dispute arising from these Terms or your use of our Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. Arbitration prevents you from suing in court or from having a jury trial.

You and Skyindex agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to Skyindex shall be sent to i@getskyindex.com. You and Skyindex further agree: (a) to attempt informal resolution prior to any demand for arbitration; (b) that any arbitration will occur in Moscow, Russia; (c) that arbitration will be conducted confidentially by a single arbitrator in accordance with Estonian laws and regulations; and (d) that the courts in Moscow, Russia have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration.

Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms and the laws of the Republic of Estonia, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and Skyindex will not commence against the other a class action, class arbitration or representative action or proceeding.

XIX. Limitations

To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of our Services within two years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

XX. No Waiver

Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of that right or provision.

XXI. Assignment; Entire Agreement

Skyindex may assign these Terms to its affiliate or subsidiary, or in connection with a merger, consolidation, or sale or other disposition of all or substantially all of its assets. These Terms, together with any other agreements that apply to you, constitute the entire and exclusive agreement between us and you regarding its subject matter, and supersede and replace any previous or contemporaneous written or oral contract, warranty, representation or understanding regarding its subject matter.

XXII. Termination

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

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, 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.

XXIII. Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions,

offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

XXIV. Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the Terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and Conditions.

XXV. Modifications to the Service and Prices

Prices for our products are subject to change without notice. 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, price change, suspension or discontinuance of the Service.

XXVI. Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site 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.

Contact Us: i@getskyindex.com