

USER AGREEMENT

This User Agreement (“Agreement”) is a contract between you and Skipjack Corporation Inc. and applies to your use of Skipjack Corporation Inc. services. You must read, agree with and accept all of the terms and conditions contained in this Agreement.

This is an important document which you must consider carefully when choosing whether to use Skipjack Corporation Inc. services.

GENERAL

By signing up to use the Skipjack Corporation Inc. account through the skipjackfcn.com website, the Skipjack Corporation Inc. API, and/or any associated websites or mobile applications (collectively the “skipjackfcn.com site”), you agree to comply with and be legally bound by this Agreement, as revised from time to time. If you do not agree to any of the terms set forth in this Agreement, or any subsequent modification to the Agreement, you may not access or use any of the Skipjack Corporation Inc. Services.

We may amend or modify this Agreement by posting on the SkipjackFCN.com site or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. We may (a) modify or discontinue any portion of the Skipjack Corporation Inc. services, and (b) suspend or terminate your access to the Skipjack Corporation Inc. Services, at any time, and from time to time, without notice to you in certain, limited circumstances described herein.

You agree that we shall not be liable to you or any third party for any modification or termination of the Skipjack Corporation Inc. services, or suspension or termination of your access to the Skipjack Corporation Inc. Services, except to the extent otherwise expressly set forth herein.

Skipjack Corporation FZC, together with its employees, directors, affiliates, successors, are in the process of acquire for Bank Identification Number (BIN) sponsor as assignees for banking license from Matchmove Pay Pte.

Ltd.(CRN: 200902936W) is a company duly established and operating under the laws of Singapore, has its registered office at 137 Telok Ayer Street, #03-03,Singapore 068602 .It is Licensed, Authorized and Regulated by the Monetary Authority of Singapore (MAS) under the Money Changing and 1 Remittance Act (Chapter 187) for the provision of remittance services with Registration/License number: 01331 issuing under Section 30 of the Money Changing and Remittance Act (Chapter 187). Please note that such licensing does NOT guarantee the performance of the remittance licensee and you take the risk of any loss suffered from the remittance.

Under license of Matchmove BIN sponsorship, our encryp-digital bank and exchange infrastructure are run and maintained by Skipjack Corporation FZC. The Skipjack Encryptrade Exchange is fully compliant with international standards and KYC guidelines, regulated by the Monetary Authority of Singapore (MAS). Skipjack mastercard issuer is Skipjack Corporation Inc and Skipjack Corporation FZC ,a regulated encryp bank entity ,Skipjack digital bank under license by Matchmove

Please note the following risks of using Skipjack Corporation Inc. services:

- Digital currency purchased using a bank account, credit card, or other digital currency may be reversed at a later time, for example, if such a payment is subject to a chargeback, reversal, claim or is otherwise invalidated.
- A digital currency transaction may be unconfirmed for a period of time (usually less than one hour, but up to one day) and never complete if it is in a pending state.
- You agree that disputes between you and Skipjack Corporation Inc. will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.
- Holding digital currency is high risk. The price or value of digital currency can change rapidly, decrease, and potentially even fall to zero, and could cause large losses. Please consider carefully before purchasing or holding digital currency, taking into consideration your financial circumstances.

1. OUR RELATIONSHIP WITH YOU.

1.1 Skipjack Corporation Inc. helps you make payments to and accept payments from third parties. Skipjack Corporation Inc. also provides a digital currency wallet service where you can store your digital currency. Skipjack Corporation Inc. also allows users to buy and sell digital currency. Skipjack Corporation Inc. is an independent contractor for all purposes. Skipjack Corporation Inc. does not have control of, or liability for, the products or services that are paid for with Skipjack Corporation Inc. services. We do not

guarantee the identity of any user or other party or ensure that a buyer will complete a transaction. Skipjack Corporation Inc. is not a money transmitter. Skipjack Corporation Inc. assists its users in digital currency transactions.

1.2 Your Privacy. Protecting your privacy is very important to Skipjack Corporation Inc. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

1.3 Privacy of Others; Marketing. If you receive information about another user through Skipjack Corporation Inc. services, you must keep the information confidential and only use it in connection with Skipjack Corporation Inc. services. You may not disclose or distribute a user's information to a third party or use the information for marketing purposes unless you receive the user's express consent to do so. You may not send unsolicited email to a user through SkipjackFCN.com.

1.4 Intellectual Property. "SkipjackFCN.com" and all logos related to SkipjackFCN.com services and/or Skipjack Corporation Inc. services are either trademarks, or registered marks of Skipjack Corporation Inc. or its licensors.

1.5 Password Security and Keeping Your Email and Address Current. You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that

you use to access SkipjackFCN.com services. You are responsible for keeping your email address up to date in your Account Profile.

1.6 Notices to You. You agree that Skipjack Corporation Inc., via SkipjackFCN.com App and/or Web Portal may provide you communications about your Account and SkipjackFCN.com services electronically.

1.7 Notices to Skipjack Corporation Inc. We prefer receiving notices to Skipjack Corporation Inc. electronically through our support system at support@SkipjackFCN.com. Paper notifications can also be sent to Skipjack Corporation Inc. See our [contact page](#) for our mailing address.

1.8 All product and company names are trademarks™ or registered® trademarks of their respective holders. Use of them does not imply any affiliation with or endorsement by them.

2. ACCOUNTS.

2.1 Eligibility. To be eligible to use Skipjack Corporation Inc. services, you must be at least 18 years old. For minors, you shall provide a consent form duly completed by your parent/legal guardian along with your and their identification documents.

2.2 Identity Authentication. If you wish to buy or sell digital currency through the exchange provided by Skipjack Corporation Inc., available via

SkipjackFCN.com App/Web Portal, you authorize Skipjack Corporation Inc., directly or through third parties, to make any inquiries we consider necessary to validate your identity.

2.3 Multiple Accounts. Skipjack Corporation Inc. Accounts are personal and non-transferable. By using Skipjack Corporation Inc. Services, you agree that you will not create more than one Account, and that we may, without notice, close or suspend any or all of the Accounts of a Member who has, or whom we reasonably suspect has, opened multiple Accounts.

2.4 Third Party Applications. If you grant express permission to a third party to connect to your SkipjackFCN.com account, either through the third party's product or through SkipjackFCN.com, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold Skipjack Corporation Inc. responsible for, and will indemnify Skipjack Corporation Inc. from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant. You may change or remove these permissions at any time from the Account Settings (API) page.

2.5 Taxes. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. Skipjack Corporation

Inc. is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

2.6 Your account with us is not a bank account. Our services are not financial instruments. No interest will be paid on any funds or currency you use to purchase or trade for any other currency, and such currency is not insured by the company or any government agency.

2.7 Limitations. Skipjack Corporation Inc. may delay an order if customer has not provided personal identifying information, if it reasonably suspects that customer is in violation of the User Agreement, or if further personal identifying information is necessary to establish the identity of the customer (“KYC”). Until completion of such verification procedures, customers may experience delayed processing of digital currency Transactions or Conversion Service transactions. Skipjack Corporation Inc. will designate any such delayed transaction as “pending,” and funds will not be available until the pending transaction is completed. Skipjack Corporation Inc. reserves the right to refuse to process, cancel, or to reverse any customer transaction (i) as required by law, (ii) in response to a facially valid subpoena, court order, or other government order, or (iii) if Skipjack Corporation Inc. reasonably suspects that the transaction is erroneous, or is in violation of the Skipjack Corporation Inc. User Agreement.

2.8 Unsolicited Deposits. Unsolicited deposits into our bank account are subject to a processing fee of up to \$100.00 per incidence. Skipjack

Corporation Inc. reserves the right at its own discretion to either process or reject such deposits and associated orders. Any reversal of funds will require adequate (as determined by Skipjack Corporation Inc.) proof of payment, identification of payer, and proof of ownership of the originating account (where applicable).

Examples of unsolicited deposits include but are not limited to: making a deposit without a corresponding order; check, wire, or other non-cash deposits; depositing an amount that substantially exceeds the order amount; placing an order after a deposit has been made; any type of deposit resulting in circumvention of account limits.

2.9 Wrong or Partial Beneficiary Details. A processing fee of up to Php 200.00 per failed attempt may be assessed at Skipjack Corporation Inc.'s discretion for orders which we are unable to complete due to wrong or partial beneficiary information.

2.10 Skipjack Corporation Inc. reserves the right to refuse to process, or to cancel or reverse, any transactions, including purchases or sales of digital currency in its sole discretion, even after funds have been debited from your account(s), if Skipjack Corporation Inc. suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if Skipjack Corporation Inc. reasonably suspects that the transaction is erroneous; or if Skipjack Corporation Inc. suspects the

transaction relates to a Prohibited Business and/or Prohibited Use, as set forth below. In such instances, Skipjack Corporation Inc. will reverse the transaction. In the cases of digital currency transaction, we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction.

2.11 Skipjack Corporation Inc. will make reasonable efforts to ensure that requests for cash in to and/or cash outs from your Skipjack Corporation Inc. account are processed in a timely manner within our advertised processing times. But Skipjack Corporation Inc. makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control. Skipjack Corporation Inc. reserves the right to delay your cash in and/or cash out at any time. We will always notify you before you confirm your transaction, or within reasonable time after we introduce such delayed processing times.

3. DIGITAL CURRENCY

3.1 Skipjack Corporation Inc. may cancel or reverse potentially high-risk buys or sells of digital currency, including those made using reversible payment methods.

3.2 Skipjack Corporation Inc. does not cancel or reverse digital currency-to-digital currency transactions, as long as they are accepted and confirmed on the blockchain network.

3.3 Skipjack Corporation Inc. keeps 100% of customer funds in storage. Skipjack Corporation Inc. does not engage in fractional reserve lending.

3.4 In the event Skipjack Corporation Inc. needs to retrieve funds from offline storage, there can be a delay in sending coins of up to 72 hours.

3.5 Skipjack Corporation Inc. does not guarantee the value of digital currency. You acknowledge that the price or value of digital currency can change rapidly, decrease, and potentially even fall to zero. You acknowledge that holding digital currency is high risk. You agree to deliver the agreed upon payment for digital currency upon confirmation of an order, regardless of changes in digital currency value.

3.6 Skipjack Corporation Inc. reserves the right to change the buy/sell limits and/or suspend trading activity on your account as we deem necessary.

3.7 The Skipjack Corporation Inc. services are available only in connection with those digital currencies that Skipjack Corporation Inc., in its sole discretion, decides to support. The digital currencies that Skipjack Corporation Inc. supports may change from time to time. If you have any questions about which digital currencies Skipjack Corporation Inc. Under no circumstances should you attempt to use the Skipjack Corporation Inc. services to store, send, request, or receive digital currencies in any form that are not supported by Skipjack Corporation Inc. Skipjack Corporation Inc. assumes no responsibility or liability in connection with any attempt to use Skipjack

Corporation Inc. services for digital currencies that Skipjack Corporation Inc. does not support.

3.8 Operation of Digital Currency Protocols. Skipjack Corporation Inc. does not own or control the underlying software protocols which govern the operation of digital currencies available for buy/sell and/or supported through our platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. By using Skipjack Corporation Inc., you acknowledge and agree (i) that Skipjack Corporation Inc. is not responsible for operation of the underlying protocols and that Skipjack Corporation Inc. makes no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules (a/k/a “forks”), and that such forks may materially affect the value, function, and/or even the name of the digital currency you buy/sell at the exchange operated Skipjack Corporation Inc. In the event of a fork, you agree that Skipjack Corporation Inc. may temporarily suspend the Skipjack Corporation Inc. Services and operations (with or without advance notice to you) and that Skipjack Corporation Inc. may subsequently, in its sole discretion, (a) configure or reconfigure its systems or (b) decide not to support (or cease supporting) the forked protocol entirely, provided, however, that you will have an opportunity to withdraw funds from the platform. You acknowledge and agree that Skipjack Corporation Inc. assumes absolutely no

responsibility whatsoever in respect of an unsupported branch of a forked protocol.

Skipjack Corporation Inc. will support only one fork of each digital currencies protocol which we determine, at our sole discretion, best reflects the consensus approach.

3.9 Digital Currency Transactions. Skipjack Corporation Inc. processes purchases and/or sales of supported digital currencies according to the instructions received from its customers and we do not guarantee the identity of any user, receiver or other party. You should verify all transaction information prior to submitting instructions to Skipjack Corporation Inc. Once submitted to a digital currency network, a digital currency transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the digital currency network. A transaction is not complete while it is in a pending state. Funds associated with transactions that are in a pending state will be designated accordingly, and will not be included in your Skipjack Corporation Inc. Account balance or be available for transactions. Skipjack Corporation Inc. may charge network fees (miner fees) to process a digital currency transaction on your behalf. Betur Inc will calculate the network fee in its discretion, although Betur Inc will always notify you of the network fee at or before the time you authorize the transaction.

3.10 Skipjack Corporation Inc. securely stores all digital currency private keys in our control in a combination of online and offline storage. As a result, it may

be necessary for Skipjack Corporation Inc. to retrieve certain information from offline storage in order to facilitate a digital currency transaction in accordance with your instructions, which may delay the initiation or crediting of such digital currency transaction for 72 hours or more. You acknowledge and agree that a digital currency transaction facilitated by Skipjack Corporation Inc. may be delayed.

3.11 Sending Digital Currency to Your ETH Wallet. For customers receiving digital currency directly to their ETH wallet using their bitcoin address, Skipjack Corporation Inc. reserves the right to not process such conversion (for example, when such transaction exceeds our system limits), in which case, the funds will remain in digital currency value and will be credited to the customer's digital currency wallet.

4. UNAUTHORIZED USES.

Users are prohibited from using any Skipjack Corporation Inc. Services, services provided to or in relation to other users, and related third party services, for or in relation to certain activities ("Unauthorized Uses") which contravene the Agreement. This prohibition is designed to protect Coins Customers from wrongdoing and ensure compliance with local laws and international norms.

These categories are not exhaustive and are designed primarily for illustrative purposes. Any use of the services for the purpose of facilitating, participating in, or acting in relation any Unauthorized Uses can lead to service disruptions,

changes in services, account deactivation or reporting to law enforcement. If you believe you are using Coins services for one of the purposes below, are seeking to use Coins services for that reason, or are unsure whether your use or intended use may be a Prohibited Use, you may contact Coins Support for clarity.

Prohibited Uses include transaction or activities related to:

- (a) Investment Schemes: Support of pyramid schemes, ponzi schemes, network marketing, unlicensed investment vehicles, deceptive charity schemes, referral marketing programs or multi-level marketing programs;
- (b) Fraud: Provision of any false, deceptive, inaccurate or misleading information to DMC, Skipjack users, or other third parties for pecuniary gain or other ends;
- (c) Gambling: Online gambling, lotteries, casinos and informal gambling, gaming operations, sports betting, and other games of chance and forms of speculation;
- (d) Unauthorized Financial Institutions and MSBs: Unlicensed money transmission, unlicensed financial services, and other unregulated financial operations. This also includes securities brokers, unlicensed investment vehicles, check cashing services, collections agencies, and bail bonds;
- (e) Drugs: Illegal narcotics, drug paraphernalia, commercial drugs and other controlled substances, and other mind or body altering substances presenting a public health risk;
- (f) Stolen Items: Stolen goods including digital and virtual goods, all goods for which seller does not have clear title;

- (g) Intellectual Property Infringement: Items that infringe or violate any intellectual property rights, including trademark, copyright, privacy or any other proprietary rights. This includes the selling or facilitating of sales of counterfeit or unauthorized goods or activities related thereto;
- (h) Shell Companies: Entities that appear to have no genuine business purpose or are otherwise designed to operate for a purpose other than that which they purport to operate under are prohibited;
- (i) Bearer Shares Entities: Customers transacting with, on behalf of, or in relation to entities for which the identity of beneficial owners are not known and in which ownership stakes are freely alienable are prohibited;
- (j) Adult Services and Media: Services involving prostitution, sale of illegal pornographic materials, and forms of human trafficking;
- (k) High Risk Entities: Any individual, group, or entity deemed to pose an inordinately high risk to Coins, its customers, or other third parties may be considered unacceptably high risk and an unauthorized user;
- (l) Violence: Violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same;
- (m) Coercion: Extortion, blackmail, or efforts to induce unearned payment;
- (n) Weapon Sales: Unlicensed sale of firearms and certain weapons.

5. DISPUTES WITH Skipjack Corporation Inc.

5.1 Indemnification. You agree to indemnify and hold Skipjack Corporation Inc., its parent, the officers, directors, agents, joint venturers, and employees harmless from any claim or demand (including attorneys' fees) arising out of your breach of this Agreement or your use of Skipjack Corporation Inc. services.

5.2 Release of Skipjack Corporation Inc. If you have a dispute with one or more users, you release Skipjack Corporation Inc. (and our parent, officers, directors, agents, joint ventures, employees and suppliers) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, this release extends to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

5.3 Disputes with Skipjack Corporation Inc. If you think we have made an error, write to us at SkipjackFCN.com, or email us at support@SkipjackFCN.com. In your correspondence, you must give us information sufficient to identify you, your account, and the transaction on which you believe an error occurred. You must contact us within 30 days after the transaction occurred. Within 90 days of receiving your request, we must either correct the error or explain to you why we believe the transaction was correct.

6. CUSTOMER CASH-IN.

6.1 Skipjack Corporation Inc. may introduce you to third party customers or “Tellers” for the purpose of cashing-in funds into your Skipjack Corporation Inc. account. While we try to verify each Teller, we will not assess the suitability, legality or ability of any third party cash-in providers and you expressly waive and release the company and/or its directors, officers, and employees from any and all liability, claims or damages arising from or in any way related to the third party cash-in service provider. The company will not be a party to disputes, negotiations of disputes between you and such third party providers. Responsibility for the decisions you make regarding services offered via the software or service (with all its implications) rests solely with you. We will not assess the suitability, legality or ability of any such third parties and you expressly waive and release the company and/or its directors, officers and employees from any and all liability, claims, causes of action, or damages arising from your use of the software or service, or in any way related to the third parties introduced to you by the software or service.

6.2 Any references in the Site, Application or Services to a Customer being “verified” or “connected” (or similar language) only indicate that the Member has completed a relevant verification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by Skipjack Corporation Inc. about any Customer, including of the

Customer's identity and whether the Customer is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the website and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to trust a Teller or to accept a cash-in request from a Customer, or to have any other interaction with any other Customers.

7. GENERAL PROVISIONS.

7.1 Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT, THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF SKIPJACK CORPORATION INC.. OR OUR PARENT BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, SKIPJACK CORPORATION INC. SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

7.2 No Warranty. Skipjack Corporation Inc. SERVICES ARE PROVIDED “AS IS” AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. SKIPJACK CORPORATION INC., OUR PARENT, THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF Skipjack Corporation Inc. OR OUR PARENT SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Skipjack Corporation Inc. does not have any control over the products or services that are paid for with Skipjack Corporation Inc. services and Skipjack Corporation Inc. cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorized to do so. Skipjack Corporation Inc. does not guarantee continuous, uninterrupted or secure access to any part of Skipjack Corporation Inc. services, and operation of our site may be interfered with by numerous factors outside of our control. Skipjack Corporation Inc. will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Skipjack Corporation Inc. makes no representations or warranties regarding the amount of time needed to complete processing because Skipjack Corporation Inc. services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph

gives you specific legal rights and you may also have other legal rights that vary from state to state.

7.3 Force Majeure. We 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.

7.4 Arbitration. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Center (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one or more arbitrators (if one arbitrator cannot be designated by mutual agreement of the Parties) appointed in accordance with said rules. The venue for arbitration shall be Singapore, and the language of arbitration shall be English. The arbitral award shall be final and binding on the Parties and shall be enforceable in any court having

jurisdiction. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.

7.5 Time Limitation on Claims. You agree that any claim you may have arising out of or related to your relationship with Skipjack Corporation Inc. must be filed within 6 months after such claim arose; otherwise, your claim is permanently barred.

7.6. Export Controls & Sanctions. The supply of digital currency and the Skipjack Corporation Inc. services through the SkipjackFCN.com site is subject to Singapore and international export controls and economic sanctions requirements. By acquiring any such items through the Skipjack Corporation Inc. site, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire digital currency or any of the Skipjack Corporation Inc. services through the Skipjack Corporation Inc. site if: (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or any other country subject to United States embargo, UN sanctions, HM Treasury's financial sanctions regime, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial sanctions regime; or (2) you intend to supply the acquired digital currency or Skipjack Corporation Inc. Services to Cuba, Iran, North Korea, Sudan or Syria or any other country subject to United States embargo

or UN sanctions (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, or HM Treasury’s financial sanctions regime.

POLICY ON CUSTOMERS FROM THE STATE OF NEW YORK

In light of the recent New York “BitLicense” regulations we have regrettably decided to no longer service customers who are either residents of, or are located in the state of New York.

By signing up for an account with us or by using any of our products and services, you confirm that you are not a New York State resident or New York State legal entity, and that you will not be using our services from the State of New York.

APPENDIX 1: PROHIBITED BUSINESSES AND PROHIBITED USE

The following categories of businesses, business practices, and sale items are barred from Skipjack Corporation Inc. services (“Prohibited Businesses”). By opening a Skipjack Corporation Inc. account, you confirm that you will not use Skipjack Corporation Inc. services in connection with the following businesses, activities, practices, or items:

1. Counterfeit products or any product or service that infringes upon the copyright, trademark, or trade secrets of any third party
2. Stolen goods
3. Narcotics, controlled substances, prescription and pharmaceutical services, drug paraphernalia, or any substances designed to mimic illegal drugs
4. Gambling, except where permitted by Skipjack Corporation Inc.
5. Sports forecasting or odds making
6. Prostitution or illegal escort services
7. Violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same
8. Funding any of the items included on this Prohibited Businesses list
9. Extortion, blackmail, or efforts to induce unearned payments
10. Unlicensed sale of firearms and certain weapons
11. Engaging in deceptive marketing practices
12. Any business that violates any law, statute, ordinance or regulation

You may not use your SkipjackFCN.com Account to engage in the following categories of activity (“Prohibited Use”). By opening a SkipjackFCN.com Account operated by Skipjack Corporation Inc., you confirm that you will not use your Account to do any of the following:

1. Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or

similar organization of which you are or are required to be a member (for example, those laws, rules, or regulations governing financial services, controlled substances, or consumer protections);

2. Partake in a transaction which involves the proceeds of any unlawful activity;
3. Partake in any transaction involving online gambling except where permitted by Skipjack Corporation Inc.;
4. Defraud or attempt to defraud Skipjack Corporation Inc. or other Skipjack Corporation Inc. users;
5. Infringe upon Skipjack Corporation Inc.'s or any third party's copyright, patent, trademark, or intellectual property rights;
6. Provide false, inaccurate or misleading information;
7. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
8. Interfere with another individual's or entity's access to or use of any of the Skipjack Corporation Inc. Services;
9. Defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others;
10. Publish, distribute or disseminate any unlawful material or information;
11. Transmit or upload any material to the Skipjack Corporation Inc. Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
12. Harvest or otherwise collect information from the Skipjack Corporation Inc. Site about others, including without limitation email addresses, without proper consent;

13. Act as a payment intermediary or aggregator or otherwise resell any of the Skipjack Corporation Inc. Services, unless expressly authorized by Skipjack Corporation Inc. in writing;
14. Transfer any rights granted to you under this Agreement;
15. Use the Skipjack Corporation Inc. Account information of another party to access or use the Skipjack Corporation Inc. Site, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's Skipjack Corporation Inc. Account and information;
16. Otherwise attempt to gain unauthorized access to the SkipjackFCN.com Site, other SkipjackFCN.com Accounts, computer systems or networks connected to the Skipjack Corporation Inc. Site, through password mining or any other means;
17. Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law;
18. Take any action that Skipjack Corporation Inc. deems as circumventing Skipjack Corporation Inc. controls, including, but not limited to, opening multiple Skipjack Corporation Inc. Accounts or abusing promotions which Skipjack Corporation Inc. may offer from time to time;

FINAL PROVISIONS

Language. The User Agreement is enforced in English.