SKYFchain Token Launch Terms and Conditions

<u>INTRODUCTION</u>

These terms and conditions (hereinafter the "Terms"), and any terms and conditions published from time to time on the Website (being www.skyfchain.io), Token Launch Dashboard, all subdomains and all their respective pages constitute the legal relationship and agreement between you, and Skyfdrones Services OU with the address Tööstuse 48a-406, Tallinncity, Harjucounty, Estonia ("Company") in respect of your participation in the Token Launch, receiving and holding Tokens, and your use of the Website.

"**Affiliate**" means in respect of a person (hereinafter the "First Person"), any other person which directly or indirectly through one or more intermediaries:
(a) Controls the First Person;
(b) is Controlled by the First Person; or currently;
(c) is under common Control with the First Person.

"**Bitcoin**" or "**BTC**" means any digital currency and payment system using peertopeer transactions verified by network nodes and recording in a public distributed ledger called the blockchain.

"**White Paper**" or "**Prospectus**" means the document containing the business model and description of SKYFchain, located at www.skyfchain.io

"**Closing Time**" means 12:00 PM UTC on the date provided as closing on www.skyfchain.io

"**Commencement Time**" means 12:00 PM UTC on the date provided as commencement on www.skyfchain.io

"**Control**" or "**to Control**" means, with respect to any person, the possession, directly or indirectly (including through any number of interposed persons), of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise and Controlled has a corresponding meaning.

"**Launch**" or "**PRE-ICO**" means the Token Launch process contemplated by the Prospectus by which SKYFchain will receive Exchanges for the development of SKYFchain company infrastructure.

"**Participant**" means you, the legal or natural person participating in the Launch.

"**Exchange**" means funds including BTC, which Participant sends to SKYFchain in exchange for SKYFchain Tokens according to the current exchange rate.

"**Force Majeure Event**" means any event or circumstance which: (1) is not within the reasonable control of SKYFchain or any of their subcontractors; (2) directly or indirectly and alone or when taken together with any other such events, causes SKYFchain to fail to deliver SKYFchain or any aspect of SKYFchain; and (3) is not reasonably able to be prevented by SKYFchain taking reasonable precautions and cannot reasonably be circumvented by SKYFchain.

"**Loss**" means damages, claims, applications, loss, injuries, delays, accidents, costs, business interruption, expenses (including, without limitation, counsel's or legal fees or the costs of any claim or suit), any incidental, direct, indirect, general, special, punitive, exemplary, special or consequential damages, any loss of goodwill, profits or revenue or any other economic loss, any loss of cryptocurrency or digital assets, any work stoppage, data loss, computer failure or malfunction, or any other commercial or other loss.

"**Operator**" means any operator of the Company, engaged into the development of the Company, or providing any other services requested by the Company.

"**SKYFchain**" means the system, services, internal eco-system, internal service based on blockchain technology described in the Prospectus and to be developed and deployed by SKYFchain with the assistance of one or more Operators engaged by SKYFchain for that purpose.

"**SKYFchain Token Launch Dashboard**" or "**Token Launch Dashboard**" means the Token Launch web-interface at www.skyfchain.io

"**SKYFchain Token**", "**SKYFchain Blockchain Token**", "**SKYFchain**" or "**Token**" means the ERC20 standard Ethereum token or similar used in the SKYFchain Crowdfund, it represents the proof of participation in the pre sale, ICO, PRE-ICO and the opportunity to receive a part of company's distributable profits, as described in the Prospectus and the Token Whitepaper or any other similar related documents.

SKYFchain means the Company, any Operator, any of their Affiliates and any Operator or their Affiliates. "**Privacy Policy**" means the document describing the methods how SKYFchain collects, uses and releases information collected from Participants available on the Website at www.skyfchain.io

"**Smart Contract**" means the SAFT made for SKYFchain and is the mechanism of the distribution of payouts to the Token holders as described in the Token Whitepaper.

 "**UTC**" means Coordinated Universal Time.

"**Website**" means www.skyfchain.io, the Token Launch Dashboard, all subdomains and all their respective pages.

The Token Launch is being conducted by SKYFchain and will take place wholly outside China and Singapore.

By using the Website and participating in the Token Launch you agree to these terms and conditions. SKYFchain reserves the right to amend the terms and conditions at any time by sole decision and such amendments will be effective immediately upon publication on the Website. By continuing to use the Website and participating in the Token Launch you accept such amendments.

If you do not agree to these terms and conditions, you must refrain from using the Website and participating in the Token Launch or you will be prosecuted according to the local Law.

1. WEBSITE

1.1 SKYFchain reserves the right, at its sole and absolute discretion and without giving prior notice, to: (a) vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website; and

(b) block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. Nor SKYFchain nor any of its Affiliate, officer, employee, contractor (further – "SKYFchain Parties") will be liable for any Loss which may be incurred as a result of such action.

1.2 The Website may contain hyperlinks to websites which are not maintained or controlled by SKYFchain. All hyperlinks to such websites are provided as a convenience to you. Use of the hyperlinks and access to such websites is entirely at your own risk. All SKYFchain Parties disclaim any responsibility and liability for any third party content contained in websites linked to on the Website and shall not be liable for any Loss arising from you accessing or using such websites.

1.3 The inclusion of any hyperlink does not imply endorsement by SKYFchain of such websites. Under no circumstances shall SKYFchain be considered to be associated or affiliated in any manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which the Website is linked.

2. TOKEN LAUNCH

2.1 Participants will send funds including BTC to SKYFchain for the development of SKYFchain and/or its Affiliate and will receive Tokens in recognition of Exchanges.

2.2 From time to time SKYFchain may hold a poll to elicit the opinion of Token holders. Poll results will be taken into account in decisions made concerning the financial or technical direction or implementation of SKYFchain. However, the outcome of a poll will not, in any circumstances, be binding on SKYFchain or enforceable by Token holders, SKYFchain reserves the right to decide on making any changes to financial or technical direction or implementation in its sole discretion. Only valid Token holders are authorised to participate in a poll.

2.3 Tokens impart no proprietary rights or obligation or contract, express or implied, other than described in the Prospectus, if SKYFchain is successfully completed and deployed. In particular, Participants will not have any influence in the development or governance of SKYFchain. The sole and exclusive usage rights of these intellectual property rights are held by and assigned to SKYFchain and its nominees.

2.4 Token Launch will be conducted via the Website and will consist of SKYFchain accepting Exchanges and providing Tokens in recognition of such Exchanges. Participants may Exchange using the cryptocurrencies or other payment methods notified on the Website. Failure to follow the Token Launch instructions on the Website may limit, delay, or prevent a Participant from Exchange. Any questions about such instructions should be directed to info@skyfchain.io.

2.5 There are no guarantees that SKYFchain will be delivered within any particular timeframe, or at all.

2.6 By donating to SKYFchain, and to the extent permitted by applicable law, you agree to not hold any SKYFchain Party liable for any Loss arising out of, or in any way connected to, your failure to properly secure and keep private your email address and any password used in connection with Token Launch .

3. TENDER OF TOKENS BY SKYF

SKYFchain shall have the right but not the obligation to repurchase all or some of the Tokens by way of a publicly announced tender. The holders of Tokens shall have the right but not the obligation to submit an offer into such tender.

4. TIMING OF TOKEN LAUNCH

4.1 Token Launch will begin at the Commencement Time, continue for a certain period specified on the Website and end at the Closing Time.

4.2 SKYFchain reserves the right to change the Commencement Time or the Closing Time in its absolute discretion. Any such changes will be published on the Website.

5. OBLIGATION TO COMPLY THE LAWS OF PARTICIPANT'S JURIDICTIONS

It is the responsibility of each potential Participant to determine if the Participant can legally participate in the Token Launch, make Exchanges to SKYFchain, and receive and hold Tokens in the Participant's jurisdiction.   SKYFchain will not be held liable in case of any Participant's failure to meet this condition.

6. ACCEPTANCE OF TOKEN LAUNCH TERMS AND CONDITIONS

6.1 By participating in the Token Launch, you expressly acknowledge and represent that you have carefully reviewed these terms and conditions, the Prospectus, the Website and fully understand the risks, costs, and benefits associated with Tokens and you agree to be bound by these terms and conditions.

6.2 By using the Website and participating in the Token Launch you represent and warrant that you:

(a) are legally permitted to participate in the Token Launch, make Exchanges to SKYFchain, or receive and hold Tokens in your jurisdiction;

(b) are of a sufficient age to legally participate in the Token Launch, make Exchanges to SKYFchain, or receive and hold Tokens;

(c) are not participating in the Token Launch, making Exchanges to SKYFchain, receiving and holding Tokens, or exchanging any cryptocurrency for Tokens for the purpose of speculative investment;

(d) are not participating in the Token Launch, making Exchanges to SKYFchain, or receiving and holding Tokens for an illegal purpose;

(e) have an understanding of the usage and intricacies of cryptocurrencies, cryptographic Tokens and blockchain based software systems.

6.3 Further, by using the Website and participating in the Token Launch you acknowledge and agree that:

(a) you take sole responsibility for any restrictions and risks associated with participating in the Token Launch, making Exchanges to SKYFchain, or receiving and holding Tokens, whether referred to in these terms and conditions, arising under any applicable law or otherwise;

(b) you waive the right to participate in any class action lawsuit or any class wide arbitration against any SKYFchain Party;

(c) you are participating in the Token Launch, making Exchanges to SKYFchain, and receiving and holding Tokens to facilitate the development, testing, deployment and operation of SKYFchain;

(d) the proposed outcomes discussed in the Prospectus or business model may not be achieved;

(e) Tokens may not provide the rewards envisaged;

(f) participating in the Token Launch, making Exchanges to SKYFchain, or receiving and holding Tokens do not grant any decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of SKYFchain;

(g) you will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website;

(h) you will not violate or attempt to violate the security of the Website;

(i) you will not access information or data which you are not authorised to access;

(j) you will promptly provide to SKYFchain, upon request, any additional information which SKYFchain may consider necessary in providing services on the Website; and

(k) you will ensure that any information or content posted, or permitted or caused to be posted, on the Website, shall be nonconfidential or nonproprietary unless expressly indicated otherwise, and not offensive, illegal under any applicable law, and that you will be responsible for all such information or content.

6.4 By using the Website and participating in the Token Launch you further agree to the following statements:

6.4.1 represent that I am:

(a) NOT an individual who is a resident of China and Singapore;

(b) NOT a corporation, partnership or other legal entity formed under the laws of China and Singapore;

(c) NOT an agency, branch or office located in China and Singapore;

(d) NOT a trust of which any trustee is described in (a), (b) or (c) above;

(e) NOT a legal entity (i) the shares of which are not publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (a), (b), (c) or (d) above; and

(f) NOT an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) above.

6.4.2 My decision to subscribe for SKYFchain Tokens was:

(a) NOT based, at least in part, on information I received or communications I exchanged while I, or the person providing the information or with whom the communication was exchanged, was within China and Singapore;

(b) NOT made inside the China and Singapore; and

(c) NOT communicated to SKYFchain from a source within China and Singapore.

6.4.3 My purchase of SKYFchain Tokens is:

(a) made for my own account as principal;

(b) NOT made in anticipation of a further distribution of the SKYFchain Tokens to others; and

(c) NOT preceded, and will not be followed within 2 days from the Closing Time, by any effort to create or condition a market for the SKYFchain Tokens in China and Singapore.

7. ACCURACY DISCLAIMER

7.1 DISCLAIMER: This SKYFchain Technical White Paper, Terms & Conditions and (or) any other similar documents related to the Token Creation is for information purposes only.

7.2 SKYFchain does not guarantee the accuracy of or the conclusions reached in the White Paper, these Terms, and these Terms are provided "as is".

7.3 SKYFchain does not make and expressly disclaims all representations and warranties, express, implied, statutory or otherwise, whatsoever, including, but not limited to: (i) warranties of merchantability, fitness for a particular purpose, suitability, usage, title or noninfringement; (ii) that the contents of this White Paper are free from error.

8. TOKEN PURCHASE

8.1 SKYFchain Token Launch Dashboard will provide you with a unique intermediary address for Exchanges made in cryptocurrency, so you can confirm that your payment made using any cryptocurrency has been received.

8.2 SKYFchain Token Launch Dashboard will provide you with account details for Exchanges made in fiat currencies if fiat currencies will be used to Exchange in Token Launch.

8.3 SKYFchain Token Launch Dashboard will provide you with a unique order identification combination which will serve as a reference ID for all the requests regarding created purchase requests for both cryptocurrency and fiat Exchanges.

8.4 Participant will be able to check the status updates of his Exchange at his Token Launch Dashboard account.

8.5 Knowledge of the unique intermediary address or unique order identification combination does not constitute a purchase receipt or indicate in any way that any party possessing such knowledge has rights to or ownership of a Token. All complaints will be processed individually.

9. TOKEN LAUNCH ON THE WEBSITE AND AUTHORIZED EXCHANGES ONLY

9.1 SKYFchain will only make Token Sale via the Website and authorized exchanges listed at the Website. To the extent that any third party website or service, not listed among the authorized exchanges at the Website, takes Exchanges to SKYFchain, provides Tokens during the Token Launch, or facilitates Exchanges to SKYFchain or the provision of Tokens in any way during the Token Launch, such third party websites or services are not in any way supported, endorsed or sanctioned by any SKYFchain Party and have no relationship in any way with SKYFchain.

9.2 The only official and authorised Token Launch website URL operated by SKYF is www.skyfchain.io. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct.

9.3 The list of officially authorized exchanges which are allowed to distribute the SKYFchain Token during the Token Launch is announced at the Website.

9.3 By participating in the Token Launch, making Exchanges to SKYFchain, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any SKYFchain Party) may be held liable for any Loss arising out of, or in any way connected to your participation in the Token Launch, Exchanges to SKYFchain, or receiving and holding Tokens in any manner other than via the Website of authorized exchanges.

10. LIMITATIONS ON RECEIVING TOKENS

10.1 There will be limitations on the amount of Tokens provided during the Token Launch. The detailed structure should be provided in Prospectus.

11. FRAUDULENT ATTEMPTS TO DOUBLE SPEND CRYPTOCURRENCY

11.2 SKYFchain will monitor all potential transactions for attempts to double spend any cryptocurrency or cryptographic Tokens during Token Launch. Any detected double spend will result in no Tokens being provided to the relevant party. SKYFchain reserves the right to inform about such fraud actions the relevant prosecution and investigation authorities.

11.2 All the undistributed Tokens will be revoked in the end of Token Launch.

12. WARNING:

Do not participate in this Token Launch if you are not familiar with or do not understand cryptocurrencies, cryptographic tokens, and blockchainbased software systems.

12.1 Only parties having significant experience with, or an understanding of, the use and intricacies of cryptocurrencies, cryptographic tokens, and blockchainbased software systems should participate in the Token Launch.

12.2 While SKYFchain will provide general guidelines in relation to use and storage of Tokens, you should have a functional understanding of storage and transmission mechanisms associated with cryptocurrencies, cryptographic tokens, and blockchainbased software systems. While SKYFchain will be available to assist you during and after the Token Launch, no SKYFchain Party will be liable for any Loss arising out of, or in any way connected to any actions taken by, or any omissions by any donator.

13. WARNING: Token price may experience extreme volatility

13.1 Cryptographic Tokens or cryptocurrencies that possess value in public markets, such as BTC, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in Token value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. SKYFchain cannot and does not guarantee any market liquidity for Tokens. Additionally, due to different regulatory requirements in different jurisdictions, and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of Tokens may be markedly different in different jurisdictions.

13.2 By participating in the Token Launch, making Exchanges to SKYFchain, or receiving and holding Tokens, you acknowledge and agree that you fully understand that Tokens may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any SKYFchain Party) may be held liable for any Loss arising out of, or in any way connected your participation in the Token Launch, Exchanges to SKYFchain, or receiving and holding Tokens.

14. WARNING: Receiving Tokens has a number of risks

14.1 Tokens carry risks.

Prior to receiving Tokens, you should carefully consider such risk and, to the extent necessary, consult with an appropriately qualified advisor. If any of the following risks are unacceptable to you, you should not accept Tokens. By participating in the Token Launch, making Exchanges to SKYFchain, or receiving and holding Tokens, you acknowledge and agree that you understand the risks described below and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any SKYFchain Party) may be held liable for any Loss arising out of, or in any way connected with your participation in the   Token Launch, Exchanges to SKYFchain, or receiving and holding Tokens or such risk.

14.2 Dissolution of SKYFchain due to a diminishment in the value of other cryptocurrencies, cryptographic tokens, and blockchainbased software systems.

Participants are using cryptographic tokens or cryptocurrencies to participate in the Token Launch, make Exchanges, or receive and hold Tokens. While some of these may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive SKYFchain of sufficient resources to continue to operate.

14.3 Regulatory action in one or more jurisdictions.

Cryptocurrencies, cryptographic tokens, and blockchainbased software systems have been the subject of regulatory scrutiny by various regulatory bodies in numerous jurisdictions. SKYFchain and Tokens could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of SKYFchain to develop SKYFchain.

14.4 Insufficient interest in SKYF.

It is possible that SKYFchain will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of SKYFchain. SKYFchain will contract with developers to help build SKYFchain, and is working with third party developers around the world to create an interest in SKYFchain. However, SKYFchain cannot predict the success of these development efforts or the efforts of other third parties.

14.5 SKYFchain, as developed, will not meet Token holder expectations.

Participants acknowledge that SKYFchain is currently under development and may undergo significant changes before release. Participants acknowledge that any expectations regarding the form and functionality

of   SKYFchain held by the Participant may not be met upon its release for any number of reasons, including a change in the design and implementation plans and execution of the implementation of SKYFchain.

14.6 SKYFchain may never be completed or released.

The Participant understands, that while SKYFchain will make reasonable efforts to complete SKYFchain, it is possible that an official completed version of SKYFchain may not be released and there may never be an operational   SKYFchain.

14.7 Theft.

Hackers or other groups or organisations may attempt to steal Tokens.

14.8 Ethereum mining attacks.

The Participant understands and accepts that, as with other cryptocurrencies, cryptographic tokens, and blockchainbased software systems, the Ethereum blockchain used for SKYFchain Token Launch campaign is susceptible to mining attacks, including but not limited to doublespend attacks, majority mining power attacks, "selfishmining" attacks, and race condition attacks. Any successful attacks present a risk to SKYFchain Token Launch campaign, expected proper execution and sequencing of Token transactions, and expected proper execution and sequencing of contract computations.

14.9 Weaknesses or exploitable breakthroughs in the field of cryptography.

Cryptography is a rapidly developing field with advances in code cracking and technical advances, which could present a risk to SKYFchain Token Launch campaign and potentially result in the theft or loss of Tokens. To the extent possible, SKYFchain intends to update the protocol underlying SKYFchain to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or the success of any future security updates.

15. CANCELLATION AND REFUND POLICY

15.1 By participating in the crowdfund, you acknowledge that SKYFchain is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund, and you consent to no right of withdrawal from the crowdfund.

16. All Exchanges to SKYFchain are final and nonrefundable

17. TAXATION

17.1 SKYFchain makes no representations concerning the tax implications of participating in the Token Launch, making Exchanges to SKYFchain, or receiving and holding Tokens.

17.2 You bear the sole responsibility for determining or assessing the tax implications of your participation in the Token Launch, Exchanges to SKYFchain, or receiving and holding Tokens in all respects and in any relevant jurisdiction.

17.3 By participating in the Token Launch, making Exchanges, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any SKYFchain Party) may be held liable for any Loss arising out of, or in any way connected to, any tax liability you may incur in connection with your participation in the Token Launch, Exchanges to SKYFchain, or receiving and holding Tokens.

18. PRIVACY

18.1 Except as otherwise provided in these terms and conditions, Privacy Policy or on the Website, SKYFchain will not publish any identifying information relating to you without your prior written consent.

18.2 Participants may be contacted by SKYFchain regarding the Token Launch before, during and after the Token Launch.

18.3 SKYFchain may request additional information from Participants if such information is required by applicable laws (see clause 23) or required to provide any technical support requested by the donator.

19. INTELLECTUAL PROPERTY

19.1 Unless otherwise stated, the content and information on the Website are the property of SKYFchain Parties or other parties. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use. This Website is to be used by the Participants only. You, the Participant are granted a limited, nontransferable, revocable license to view and copy the information solely for personal use only, subject to clause 19.2.

19.2 All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of SKYFchain. You are permitted to download and print such materials from the Website for personal and noncommercial use provided that you do not breach these terms and conditions.

20. CHINA, SINGAPORE CITIZENS AND OTHER TERRITORIES

20.1 Tokens are not offered to residents of China and Singapore.

20.2 By participating in the Token Launch, making Exchanges, or receiving and holding Tokens you represent and warrant that you are not residents of China and Singapore, and all the representations as laid out in clause 6.4.1 are true and accurate.

21. COOPERATION WITH LEGAL AUTHORITIES

SKYFchain will cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdiction.

22. JURISDICTION OF THE CROWDFUND

The legal entity conducting the Token Launch, SKYFchain distribution, is registered in Estonia.

23. "KNOW YOUR CUSTOMER" AND "ANTIMONEY LAUNDERING"

SKYFchain reserves the right to conduct "Know your customer" and "Antimoney laundering" checks on Participants if it becomes required by the applicable laws.

24. FORCE MAJEURE

No SKYFchain Party is liable in any way for failure to perform due to any Force Majeure Event. By participating in the Token Launch, making Exchanges to SKYFchain, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any SKYFchain Party) may be held liable for any Loss arising out of, or in any way connected to, any Force Majeure Event.

25. COMPLETE AGREEMENT

25.1 These terms and conditions together with any terms and conditions published from time to time on the Website, set out the entire understanding between each Participant and SKYFchain and any other SKYFchain Party in relation to your participation in the Token Launch, Exchanges to SKYFchain, or receiving and holding Tokens.

25.2 To the extent this document conflicts with the Website or any other document, including but not limited to the Prospectus, this document prevails.

25.3 To the extent that these terms and conditions, any terms and conditions published from time to time on the Website, the Prospectus conflict with translated copies, the English version prevails.

26. SEVERABILITY

If any provision of these terms and conditions is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions, which shall continue in full force and effect.

27. NO WAIVER

The failure of SKYFchain to require or enforce strict performance of any provision of these terms and conditions or SKYFchain's failure to exercise any right under these terms and conditions shall not be construed as a waiver or relinquishment of SKYFchain's right to assert or rely upon any such provision or right (or any other provision and/or right contained this document in its entirety, as the case may be) in that or any other instance. The express waiver by SKYFchain of any provision, condition, or requirement of these terms and conditions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set out in these terms and conditions, no representations, statements, consents, waivers, or other acts or omissions by SKYFchain shall be deemed a modification of these terms and conditions or be legally binding.

28. DISCLAIMER OF WARRANTIES

28.1 The Participant expressly agrees that the Participant is participating Token Launch, making Exchanges to SKYFchain, and receiving and holding Tokens at their own risk and that Tokens are provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law).

28.2 Without limiting clause 28.1, SKYFchain does not warrant that the process for participating in the Token Launch , making Exchanges to SKYFchain, or receiving and holding Tokens will be uninterrupted or errorfree.

29. EXCLUSION OF LIABILITY

No SKYFchain Party will be liable (whether in an action in negligence, contract or tort based on a warranty or otherwise) for any Loss even if SKYFchain or its representatives, or any SKYFchain Party are advised of the possibility of such Loss, howsoever caused as a result, directly or indirectly, of or arising from or in connection with:

(a) your participation in the Token Launch, Exchanges to SKYFchain, receiving and holding Tokens;

(b) any access, the use of, or inability to access or use, the Website;

(c) your reliance on or use of or inability to use the content and information of the Website or any linked website;

(d) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website or any linked website;

(e) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website;

(f) unauthorised access to or alteration of your transmissions or data;

(g) statements or conduct of any third party on the Website; or

(h) any other matter relating to the Website.

30. INDEMNITY

You will indemnify SKYFchain Parties, from and against all Loss in any way arising out of your participation in the   Token Launch, Exchanges to SKYFchain, or receiving and holding Tokens, or your use of the Website.

31. FORWARD LOOKING STATEMENTS

31.1 the Website, the Prospectus, and the Business Model may include forwardlooking statements. Often, but not always, forwardlooking statements can be identified by the use of words such as "believes," "expects," " does not expect," "is expected," "targets," "outlook," "plans", "eta", "scheduled," "estimates," "forecasts," " intends," "anticipates" or "does not anticipate" or variations of such words and phrases or statements that certain actions, events or results "may," "could," "would," "might" or "will" be taken, occur or be achieved. Forwardlooking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of   SKYFchain   to be materially different from any future results, performance or achievements expressed or implied by the forwardlooking statements. Although   SKYFchain believes it has a reasonable basis for making these forwardlooking statements, you must not place undue reliance on such forwardlooking information. By its nature, forwardlooking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forwardlooking statements will not occur.

31.2 By participating in the Token Launch, making Exchanges to SKYFchain, receiving and holding Tokens, or using the Website, you acknowledge and agree that you fully understand and accept the risks in clause 31.1, and to the extent permitted by applicable law, you agree that no other party (including, without limitation any   SKYFchain Party) will be held liable for any Loss arising out of, or in any way connected with your participation in the Token Launch, Exchanges to   SKYFchain, receiving or holding Tokens or use of the Website.

32. ACKNOWLEDGEMENT

Usage and receiving Tokens may carry financial risk. You acknowledge and agree that in no event shall any SKYFchain Party be liable or responsible for any Loss in any way arising out of your participation in the Token Launch, Exchanges to SKYFchain, receiving and holding Tokens, or use of the Website and all SKYFchain Parties are hereby released by the Participant from liability for any and all such Loss.