

**TERMS OF USE**  
**SKARB TECHNOLOGIES INC. WEBSITE**

THIS **TERMS OF USE AGREEMENT** (“Agreement”) is made between SKARB Technologies Inc., (“Company”, “Our”, “Ours”, “We”, “Us”) and any person (“User”, “You”, “Your”) who visits the SKARB Technologies Inc., WebSite. (“WebSite”, “Site”, “Services”)

**BY VISITING THE SITE, USER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, USER SHOULD IMMEDIATELY LEAVE SITE.**

**1. WebSite Terms**

**a. *Description.*** Our Site is for informational purposes only. The Site is proprietary to Company and is protected by intellectual property laws and international intellectual property treaties. User’s access to Site is licensed and not sold.

**b. *Agreement to terms.*** By accessing our Site, you agree to be bound by these Terms. If you are using the Site on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms.

**c. *Use of Third-Party Software Components.*** User is aware that the Site may implement various third-party software, platforms, services, (collectively “Components”). Company warrants that use of Components is fully licensed for use by Components providers to Company and in-turn to licensed Users of Site.

**d. *Accessibility and Function.*** User agrees that from time to time, the Site may be inaccessible or inoperable for any reason, including, without limitation:

- equipment (hardware) malfunctions,
- software malfunctions,
- periodic maintenance procedures or repairs which Company may undertake from time to time, or
- causes beyond the reasonable control of Company or which causes are not reasonably foreseeable by Company.

**COMPANY IS NOT RESPONSIBLE, DIRECTLY OR INDIRECTLY, FOR THE PERFORMANCE AND/OR RELIABILITY OF COMPONENTS, SYSTEM, EQUIPMENT OR OTHERWISE, OR USER’S INTERNET SERVICE PROVIDER (“ISP”).**

**e. *Equipment.*** User shall be solely responsible for providing, maintaining and ensuring compatibility with the Platform, all hardware, software, electrical and other physical requirements for User’s use of the Site including, without limitation, telecommunications and Internet connection(s), ISP, web browsers and/or other equipment, programs and services required to access and use the Site or any Services within the Site.

**2. System Security**

User shall be solely responsible for the security, confidentiality and integrity of all messages and the content that User receives, transmits through or stores via the Site or on any computer or related equipment that is used to access the Site. User shall be solely responsible for any authorized or unauthorized access to User’s account by any person, entity, partnership, organization, association or otherwise. For a full disclosure of how Company stores and process information it receives via the Site, please refer to Our [Privacy Policy](#)

### 3. Prohibited Uses

a. **Dissemination.** User agrees not to engage in, facilitate, or encourage any unacceptable use of the Site which includes, without limitation, use of the Site to:

- disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial e-mail;
- disseminate or transmit material that, to a reasonable person may be considered abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious;
- disseminate, store or transmit files, graphics, software or other material that actually, impliedly, or potentially infringes the copyright, trademark, patent, trade secret, trade name or other intellectual property right of any person, entity, partnership, organization, association or otherwise;
- create a false identity or to otherwise attempt to mislead any person, entity, partnership, organization, association or otherwise, as to the identity or origin of any communication;
- distribute, re-distribute or permit transfer of content in violation of any export or import law and/or regulation or restriction of the United States of America and its agencies or authorities, or without all required approvals, licenses or exemptions;
- disseminate, store or transmit viruses or any other malicious code or program;
- develop an interface between Site without the express written consent from the Company,; or
- engage in any other activity deemed by the Company, in its sole discretion, to be in conflict with the spirit or intent of this Agreement.

b. **General prohibitions and Company's Enforcement rights.** User agrees to not engage in, facilitate, or encourage any unacceptable use of the Site which includes, without limitation, use of the Site to:

- Use, display, mirror or frame the Services or any individual element within the Services, Company's name, any Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Company's express written consent;
- Access, tamper with, or use non-public areas of the Services, Company's computer systems, or the technical delivery systems of Company's providers;
- Attempt to probe, scan or test the vulnerability of any Company system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Company or any of Company's providers or any other third party (including another user) to protect the Services;
- Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Company or other generally available third-party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Company trademark, logo URL or product name without Company's express written consent;
- Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;

- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

**COMPANY IS NOT OBLIGATED TO MONITOR ACCESS TO OR USE OF THE SERVICES OR TO REVIEW OR EDIT ANY CONTENT. HOWEVER, WE HAVE THE RIGHT TO DO SO FOR THE PURPOSE OF OPERATING THE SERVICES, TO ENSURE COMPLIANCE WITH THESE TERMS AND TO COMPLY WITH APPLICABLE LAW OR OTHER LEGAL REQUIREMENTS. WE RESERVE THE RIGHT, BUT ARE NOT OBLIGATED, TO REMOVE OR DISABLE ACCESS TO ANY CONTENT, AT ANY TIME AND WITHOUT NOTICE, INCLUDING, BUT NOT LIMITED TO, IF WE, AT OUR SOLE DISCRETION, CONSIDER IT OBJECTIONABLE OR IN VIOLATION OF THESE TERMS. WE HAVE THE RIGHT TO INVESTIGATE VIOLATIONS OF THESE TERMS OR CONDUCT THAT AFFECTS THE SERVICES. WE MAY ALSO CONSULT AND COOPERATE WITH LAW ENFORCEMENT AUTHORITIES TO PROSECUTE USERS WHO VIOLATE THE LAW.**

#### **4. User Representations**

- a. **General:** By accessing our Site or any Services within the Site, User warrants and represents the following.
- User is over the age of eighteen (18) and has the power and authority to enter into and perform User's obligations under this Agreement;
  - User is authorized to access our Site;
  - User shall comply with all terms and conditions of this Agreement including, without limitation, the provisions set forth in section 5;
  - User, and not the Company, is solely responsible for the security and use of User's password;
  - User acknowledges that all right, title, and interest to the Site belongs to Company. Company reserves all rights not expressly granted to User in this Agreement and that the User may not sublicense, transfer, or assign the Site, directly or indirectly, to any person, entity, partnership, organization, association or otherwise, for any reason.

#### **5. Termination**

This Agreement is effective upon User's acceptance as set forth herein and shall continue in full force until terminated. Company reserves the right, in its sole discretion and without prior notice to User, at any time and for any reason, to remove or disable access to all or any portion of the Site or suspend User's access to or use of all or any portion of the Site, and terminate this Agreement.

#### **6. Disclaimer of Warranties**

**THE SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SITE IS AT USER'S SOLE RISK. COMPANY DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES COMPANY MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SITE. USER REALIZES THAT THERE IS**

**RISK IN TRADING STOCKS AND THAT ASSETS MAY BE LOST AND ARE NOT INSURED. COMPANY IS ABSOLUTELY NOT RESPONSIBLE, DIRECTLY OR INDIRECTLY, FOR USERS' STOCK ORDER, PURCHASE AND SALE ACTIONS. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SITE. COMPANY MAKES ABSOLUTELY NO WARRANTIES WITH REFERENCE TO THIRD PARTY VENDOR/BROKER SOFTWARE AND/OR SERVICES.**

## **7. Limitation of Liability**

Access to our Site is permitted on a temporary basis and we reserve the right to withdraw or amend the service and/or information we provide on our Site without notice. We do not accept any liability if for any reason our Site is unavailable at any time or for any period. Our Site is provided for informational purposes only and is not intended to constitute an invitation, solicitation or offer to subscribe for or purchase any investments, products or services, nor shall it, or the fact of its issuance, form the basis of, or be relied on in connection with, any contract.

The information and opinions contained in our Site have been compiled, or arrived at, by us from sources believed by us to be reliable as at the date of publication. However, the information and any opinions contained on our Site are subject to change, are for background purposes only and are not to be relied upon as investment advice or interpreted as a recommendation. We, our affiliates and other third parties connected to us do not accept any responsibility for any reliance which is placed by any visitor to our Site, or by anyone who may be informed of any of its contents, on any information or opinions which are expressed herein and, to the extent permitted by law, expressly exclude all conditions, warranties, representations, undertakings and other terms which might otherwise be implied by statute, common law or in equity.

Our Site is not intended to provide a sufficient basis on which to make any investment decision and you should not solely rely on it in evaluating the merits of investing in any investments, products or services referred to on our Site.

We, our affiliates and other third parties connected to us therefore expressly exclude any liability and responsibility arising from any reliance placed on such materials and information by any visitor to our Site, or by anyone who may be informed of any of its contents, for (i) the accuracy, validity, timeliness, merchantability or completeness of, any information or data (whether prepared by us or by any third party) for any particular purpose or use or that the information or data will be free from error and (ii) any direct, indirect or consequential loss or damage of any kind incurred by any visitor to our Site, or by anyone who may be informed of any of its contents, in connection with our Site or in reliance on the information or opinions contained in it, or in connection with the use, inability to use, or results of the use of our Site or any webSites linked to it or materials posted on it. This does not affect our liability for any loss or damage which cannot be excluded or limited under applicable law.

The internet is not a completely reliable transmission medium and neither we nor any of our affiliates accept any liability for any data transmission errors such as data loss or damage or alteration of any kind or for the security or confidentiality of information transmitted across the internet to or from us or any of our affiliates. Any such transmission of information is entirely at your own risk.

## **8. Indemnification**

User agrees to indemnify, hold harmless and defend Company, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, entity, partnership, organization, association or otherwise, arising out of or relating to: (a) this Agreement, (b) User's use of the Site, including any data or work transmitted or received by User, and (c) any unacceptable use of the Site, including, without limitation, any statement, data or content made, transmitted or republished by User which is prohibited as unacceptable in section 5.

## 9. Privacy

- a. **General.** When reasonably practicable, Company shall attempt to respect and maintain User's privacy. Company shall not monitor, edit, or disclose any personal information about User or User's account, including its contents or User's use of the Site, without User's prior written consent unless Company has a good faith belief that such action is necessary to:
- comply with any legal process or other legal requirements of any governmental authority,
  - protect and defend the rights, interests, or property of Company,
  - enforce this Agreement,
  - protect the interests of users of the Site other than User or any other person, entity, partnership, organization, association or otherwise, or
  - operate or conduct maintenance and repair of Company's services or equipment, including the Site as authorized by law. User has no expectation of privacy with respect to the Internet in general. User's IP address and Site generated GUID is transmitted and recorded with each User session.
- b. **Billing/Credit or Charge Card Information.** Company shall not share billing/credit or charge card information provided by the User with third parties unless written or electronic permission is expressly received from User.
- c. **Use of Aggregate Information.** Company may, at its sole discretion, share aggregate information (e.g. number of Site visits, demographic breakdown, etc.) to third parties by combining aspects of personal information into an anonymous pool.
- d. **Security of Personal Information.** Information security is of the utmost importance to Company, however, no transmission of data over the Internet is guaranteed to be completely secure. Company shall not guarantee or warrant the security of any personal information transmitted to or from it. Any such transmission is made solely at User's risk.
- e. **Links.** Company's Site may contain links to other Internet websites. These websites are not under the control of Company and Company does not control linked websites' privacy and/or user agreements. Company does not grant any warranties (express or implied) nor does Company have any liability for information transferred and conferred to or from linked websites.
- f. **Privacy Policy.** To review Our Privacy Policy please [Click Here](#)

## 10. Severability

If any specific term or condition of these Terms of Use is determined by a court of competent jurisdiction to be invalid, void or unenforceable, that determination shall not affect the validity of the remaining provisions of these Terms of Use. Headings used in these Terms of Use are for convenience, are not substantive and shall not be used to interpret or construe any of the provisions contained in these Terms of Use. When used in these Terms of Use the words 'includes', and 'including' shall be deemed to be followed by the phrase 'without limitation'.

## 11. Miscellaneous

a. **Survival.** The terms and provisions of sections 2, 3, 4, 5, 7, 8, 9, 10 shall survive any termination or expiration of this Agreement.

b. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Site and supersedes all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Site.