Skipp Technologies Inc. (“Company,” “we,” “us,” or “our”) provides you access to our services (the “Services”) we provide through the website located at https://skipp.co/ (“Site”), subject to the following terms and conditions of service (the “Authorized User Terms of Service” or “Terms”), which may be updated by us from time to time without notice to you.

BY USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OLD AND HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE AUTHORIZED USER TERMS OF SERVICE AND OUR PRIVACY POLICY, LOCATED AT _https://skipp.co/privacy_ (THE “PRIVACY POLICY”), WHICH IS HEREBY INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE. THE AUTHORIZED USER TERMS OF SERVICE AND THE PRIVACY POLICY ARE COLLECTIVELY REFERRED TO AS THE “AUTHORIZED USER AGREEMENT.” IF YOU DO NOT AGREE TO ANY OF THE TERMS OF THE AUTHORIZED USER AGREEMENT, THEN YOU ARE NOT AUTHORIZED TO USE THE SERVICES.

We reserve the right at any time and without notice to deny you access to the Services or to any portion thereof and to terminate your rights under these Terms, in our sole and absolute discretion. Your rights under these Terms will terminate automatically if you fail to comply with these Terms, subject to the survival rights of certain provisions identified herein. Termination will be effective without notice. Upon termination, You must promptly destroy all copies of any aspect of the Services in your possession, custody or control.

**THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. YOU MUST READ THEM.**

We reserve the right, at our sole discretion, to modify, discontinue, or terminate the Services, or to modify the Authorized User Agreement, at any time and without prior notice. If we modify the Authorized User Agreement, we will post the modification on our website at https://skipp.co/terms_and/or, at our sole discretion, provide you with notice of the modification at the last email address you provided to us. By continuing to access or use the Services after we have posted a modification to the Authorized User Agreement, or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Authorized User Agreement. If the modified Authorized User Agreement is not acceptable to you, your only recourse is to cease using the Services.

Capitalized terms not defined in these Authorized User Terms of Service shall have the meaning set forth in our App Privacy Policy.

1. **SERVICES DESCRIPTION**

**Description**

Company is not a licensed contractor or architect. Rather, we provide architectural design services, including relevant tools and resources to you for your personal use. As more fully described on the Site, we offer the following Services: (i) help you browse & discover your design preferences online; (ii) facilitate 3D scans for measurement of as-is home conditions; (iii) assist you with the design process, including conceptualizing & visualizing layouts, equipment, ff&e plans; (iv) ability to provide design documentation and financing of design costs; and (v) enable you to shop home materials and procuring those materials based on design preferences; and connecting you with contractors, as requested by you, who are able to obtain permits.

In order to use the Services, you will be required to set up an account and you are responsible for all activities that happen through your account. In addition, the use of the Services require the purchase of cabinets from Company.

In order to use the Services you may be required to agree, or you may have already agreed, to third party terms unrelated to Company. Please note, Company is not a party to such third party terms and disclaims all responsibility and liability for such third-party terms. Such third-party terms are solely between you and such third parties. Accordingly, we are not responsible for any disputes or disagreements between you and any third
party you interact with using the Service and you assume all risk associated with dealing with such third parties. You agree to resolve disputes directly with such third party and release us of all claims, demands, and damages in disputes among related to such third-party interactions. In addition, you should undertake your own diligence regarding dealing with such third parties as we do not vouch for, research, vet and/or endorse them in any manner.

The Services include the use of third parties, including, but not limited to, contractors and laborers, which are completely at your discretion. Company does not take any responsibility whatsoever for any third parties used in the performance of the Services. Accordingly, you enter into discussions and/or arrangements with such third parties at your own risk regardless of whether or not Company presents such parties to you. You should therefore undertake diligence and investigation regarding reputation, licensing, insurance and capabilities before engaging with such third parties.

**Procurement of Material and Manufacturer’s Warranty**

- Materials for any projects may be procured, on your behalf, by us or any third party you select from the Service or you may choose to purchase the same directly from outside sources you deem fit. In the event that we procure the materials on your behalf, we will charge the cost of materials, any bank or payment processing fees, as well as service and administrative fees which will be disclosed to you at the time of purchase.
- Cabinets specified during the use of the Services must be purchased through the Company. In addition, any deposits and payments made towards the cabinets are non-refundable and can only be used for the purchase of cabinets.
- You acknowledge that any materials we may provide are manufactured by others and are not warranted by us in any manner. Such materials may be subject to product warranties, if any, provided by their respective manufacturers and/or the retailers that sell them. To the maximum extent permitted by law, we hereby disclaims any representations and warranties, express or implied, applicable to any materials including any warranty of title, merchantability, habitability, fitness for a particular purpose or non-infringement.
- Notwithstanding the foregoing, manufacturer’s and/or retailer’s warranty may not be available or rendered void if (a) the material is not maintained or used by you in accordance with manufacturer’s and/or retailer’s instructions provided with such material; or (b) material is repaired or maintained by unauthorized personnel; or (c) if the you or anyone acting on your behalf fails to observe the necessary instructions during installation of the materials.
- Upon discovery of a defect or deficiency in the material purchased through us, you must promptly contact the manufacturer and/or the retailer on your own within three (3) days of discovery, otherwise any claims you may have shall be waived. You hereby expressly agree and acknowledge that we will not be liable for any claims for direct, indirect, consequential, incidental, or special damages, including lost profits or revenues, arising out of or in any way connected with a manufacturer’s or retailer’s breach or failure to honor warranty and/or any failure, delay in use or performance of material or acts or omission of you and/or any third party working on your behalf rendering the manufacturer’s and/or retailer’s warranty void.
- In addition, you and/or anyone acting on your behalf shall ensure that all materials are installed in strict conformance with all of the manufacturers’ or retailer’s instructions.

**Title to Material**

- You will bear the cost and expense of transporting material to your desired location, including without limitation, the cost of packing, transportation, customs clearance at the port of origin, and at the place of delivery of material. This includes any unforeseen expenses related to making a delivery to your specific location. For example, if a tractor trailer delivering your material cannot access your destination and additional vehicles and labor are necessary to complete the delivery then you shall be responsible for your expenses. You shall ensure that any material you purchase directly (including imported material) is permitted to be installed as part of your project and to be subsequently used, by the federal, city, state and municipal laws, that govern the location where your project is being carried out. We will not be responsible in any manner if
the completion of your project is delayed due to your failure to identify, obtain, or maintain such licenses, approvals, permits, or registrations.

3D Scans, Design Plans/Documentation and reliance on Site

- 3D scans, Design Plans & Documentation are protected by the Architectural Works Copyright Protection Act (“AWCPA”), owned by Company and may not be shared with any third party without the express written consent of Company.
- 3D scans, Design Plans & Documentation may only be used for the intended purposes herein.
- You acknowledge and understand that the 3D images, videos and/or the interactive environments created by us is a computer generated close estimate of the desired outcome but in no way do we guarantee or take responsibility that the final outcome of your project will exactly be the same as the 3D content provided to you. Variations may occur due to a variety of reasons including difference between the display material used in the 3D image/video and the material finally approved and used, availability of the approved material, difference between the approved samples and actual material supplied by the manufacturer or material purchased by you, lapse of time and other environmental factors such as sunlight, rain or other reasonable factors impacting the project.

2. USAGE RESTRICTIONS

You acknowledge that Company may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on our servers on your behalf. You agree that Company has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Company reserves the right to terminate accounts that are inactive for an extended period of time.

You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials (“User Content”) that you upload, post, publish or display (hereinafter, “Upload”) or email or otherwise use via the Service. You retain sole ownership of any User Content you submit via the Services; however, you grant us the right to use, reproduce, modify, perform, display, distribute and otherwise disclose your User Content (i) for the purpose of providing the Services to you and (ii) for our marketing and advertising purposes.

When using the Services, you agree to the following:

- You will comply with all applicable laws in your use of the Services, and will not use the Services for any unlawful purpose;
- You will provide accurate, complete, and up-to-date information about yourself when requested;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with, or attempt to interrupt the proper operation of, the Services through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Services through hacking, password or data mining, or any other means;
- You will not decompile, reverse engineer, or disassemble any software, Services, or other products or processes accessible through the Services, or otherwise tamper with the Services;
- You will not cover, obscure, block, or in any way interfere with any safety features in the Services;
• You will not use any robot, spider, scraper, or other automated means to access the Services for any purpose; and

• You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure.

3. **FEES**

Fees will be disclosed on our pricing page found at https://skipp.com/#price.

**Service & Material Fees**

- Company charges fees for Services rendered, renovation plans and/or materials purchased from third parties through the use of the Services on the Site.
- To begin use of the Services there is an initial deposit required, which is non-refundable. In addition, there is a secondary deposit which is based upon the percentage of the cabinet quote that is due upon receipt of such quote. Both deposits are required for use of the Services, are non-refundable and can only be used towards the purchase of cabinets through Company.
- For third party purchases:
  - Company will collect the cost of the materials in advance of placing orders with the third party for the purchase, or per the mutually agreed upon payment plan. All third party terms and conditions apply to these purchases, including return policies and shipping costs.
  - You agree to pay all charges in the fee schedule, as well as any merchandise purchase charges, applicable sales tax, shipping costs and fees, at the time of merchandise checkout. This may include applicable sales tax, shipping costs and fees. All fees are exclusive of applicable taxes, unless otherwise stated, and you are solely responsible for the payment of any such taxes that may be imposed on your use of the Services provided to you.
- You represent and warrant that payment information provided is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur.
- Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received pursuant to the agreed upon payment plan or the Services may be terminated by Company.
- Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. You shall be responsible for all applicable taxes associated with your use of the Services.

**Nonpayment**

- Further, Company may also suspend all Services until the amount due is paid in full by you without liability to you.

**Estimated Quotes**

- The Services and/or Site may offer cost estimates or estimated quotes (“Estimates”) for one or more Services, but any such Estimate does not reflect actual fees or costs you may incur or be liable for. Estimates are provided for informational purposes only, and they do not represent a commitment from us to transact at those prices, or at any price, and are intended solely for informational guidance. We do not guarantee the accuracy of any Estimate and you acknowledge and agree that actual fees and costs may be higher.
Payment Processing Fees

- Unless otherwise indicated, you agree to pay a payment-processing fee on each payment made via a credit card. You agree to abide by the terms and conditions of use of the credit card issuer or any other payment processor used to make the payments under this Agreement.

Payment processing through bank

- Should we decide to permit you to pay any amounts owed under the Agreement via automated clearinghouse ("ACH") transfers from his or her designated bank account, you hereby authorize us, on behalf of ourselves and/or through a third party acting on our behalf, to electronically debit and, if necessary, electronically credit our designated bank account via ACH for such amounts pursuant to the Agreement. You agree to comply with ACH rules issued by the National Automated Clearing House (NACHA) and all applicable laws. You can revoke the authorization for ACH transfers by contacting us in writing. Until revoked, your authorization for ACH transfers will remain in full force and effect. Please note, we will need seven (7) days from the date of receipt for processing your request for change in ACH or cancellation of ACH.
- You must inform us of any errors or discrepancies within 14 days of the posting of any fees and/or transactions. If you fail to do so, you will forfeit the right to contest the error or discrepancy, except to the extent the forfeiture is not permitted by applicable laws.
- We will use commercially reasonable efforts to correct any error or discrepancy once it is brought to our attention. Notwithstanding the foregoing, where an error or discrepancy is caused by you, we reserve the right to offset any costs incurred in correcting an error or discrepancy.

Intentional credit/debit card reversals and chargebacks are frequently indicators of possible fraudulent use and/or theft of our Services and we may treat them as such. We reserve the right to investigate further and file complaints with the appropriate local and federal authorities. Please be advised that we regularly monitor all internet protocol address information and other user activity and that this information may be used in a civil and/or criminal case against any customer, especially in instances of possible theft or fraudulent behavior.

4. SUPPORT

If you are having technical difficulties with the Services at any time, or if you have questions about our Services, you may call us using the contact information on our website at https://skipp.com/support or by email at info@skipp.co. All interactions between you and Company may be recorded, including phone calls, emails, and live chats.

With respect to all communications between you and any Company personnel, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information, without compensation or attribution to you.

5. OUR DISCLAIMER; LIMITATION OF LIABILITY

YOU ACKNOWLEDGE THAT THE SERVICES, AND ALL OTHER INFORMATION AND MATERIALS PROVIDED BY COMPANY ARE NOT MEANT TO BE SUBSTITUTES FOR THE EXERCISE OF YOUR OWN JUDGMENT AND DILIGENCE. COMPANY’S SERVICES ARE FOR CONVENIENCE PURPOSES ONLY, AND COMPANY ITSELF DOES NOT MAKE ANY DETERMINATIONS ABOUT THE USEFULNESS OF THE SERVICES.

YOU ACKNOWLEDGE THAT THE SERVICES MAY CONTAIN BUGS, ERRORS, AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM FAILURES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AUTHORIZED USER AGREEMENT, THE SERVICES, AND ALL OTHER INFORMATION AND
MATERIALS PROVIDED BY COMPANY ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AUTHORIZED USER AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION ANY LOST DATA RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE SERVICES, OR ANY WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) WE SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES, NOT ATTRIBUTABLE TO PERSONAL INJURIES, THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE SERVICES IN EXCESS OF ONE HUNDRED U.S. DOLLARS ($100). NO COMMON-LAW CAUSE OF ACTION ARISING UNDER TORT, CONTRACT, OR WARRANTY RELATED TO THE SERVICES, OR OTHERWISE ARISING UNDER THIS AUTHORIZED USER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES; THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

6. INDEMNIFICATION

You agree to defend, indemnify, and hold us and our affiliates and our and their respective officers, directors, employees, agents, successors, licensees, licensors, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Authorized User Agreement; (ii) your misuse of the Services; and/or (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

7. INTELLECTUAL PROPERTY

The Services may contain material such as data, scans, designs, information, videos, photographs, software, text, graphics, images, sound recordings, and other material provided by or on behalf of Company (collectively referred to as the “Services Content”). The Services Content may be owned by us or third parties. The Services Content is protected under both United States and foreign laws. Unauthorized use of the Services Content may violate copyright, trademark, and other laws.

You may view all Services Content for your own personal, non-commercial use and strictly as necessary for the purposes outlined herein. No other use is permitted without the prior written consent of Company. Company retains all right, title, and interest, including all intellectual property rights, in and to the Services Content. You must retain all copyright and other proprietary notices contained in the original Services Content. You may not sell, transfer, assign, license, sublicense, or modify the Services Content or reproduce,
display, publicly perform, make a derivative version of, distribute, or otherwise use the Services Content in any way for any public or commercial purpose. The use or posting of the Services Content on any other website, social media page, or in a networked computer environment for any purpose is expressly prohibited.

The trademarks, service marks, and logos of Company (the “Company Trademarks”) used and displayed on the Services are registered and unregistered trademarks or service marks of Company. Other company, product, and service names located in the Services may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Company Trademarks, the “Trademarks”). Nothing in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Company Trademarks inures to our benefit.

Elements of the Services are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Services Content may be retransmitted without our express, written consent for each and every instance.

Notwithstanding anything to the contrary contained herein, you grant us a perpetual, irrevocable, transferable, sublicensable, worldwide, royalty free, fully paid up license to use any User Content in our sole discretion.

If you wish to make any use of material on the Services other than as set out herein, please address your request to info@skipp.co

8. COMPLIANCE WITH APPLICABLE LAWS

The Services are based in the United States. We make no claims concerning whether the Services may be accessed, downloaded, viewed, or be appropriate for use outside of the United States. If you access the Services from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

9. TERMINATION OF THE AUTHORIZED USER AGREEMENT

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Authorized User Agreement and your access to all or any part of the Services, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Services at any time without prior notice or liability. Sections 6-15 shall survive the termination of this Authorized User Agreement.

10. CONTROLLING LAW

This Authorized User Agreement and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions.

11. BINDING ARBITRATION

In the event of a dispute arising under or relating to this Authorized User Agreement and/or the Services (each, a “Dispute”), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral
arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 14 below, nothing in this Authorized User Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

12. **CLASS ACTION WAIVER**

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

13. **EQUITABLE RELIEF**

You acknowledge and agree that in the event of a breach or threatened violation of Our intellectual property rights and confidential and proprietary information by You, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Authorized User Agreement. We may, without waiving any other remedies under this Authorized User Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York for purposes of any such action by us.

**MISCELLANEOUS**

Our failure to act on or enforce any provision of this Authorized User Agreement shall not be construed as a waiver of that provision or any other provision in this Authorized User Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Authorized User Agreement constitutes the entire Authorized User Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Authorized User Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

Copyright 2020 Skipp Technologies Inc. All rights reserved.