

## **WEBSITE TERMS & CONDITIONS**

Effective Date: September 27, 2022

Last Materially Updated: September 27, 2022

### **Welcome to Skymint**

Please read these Terms and Conditions (“Terms”) carefully prior to using the websites, mobile sites, applications, or associated products, software, or any loyalty program (“Program”) and/or other services, events, or programs (collectively, the “Services”) owned and operated by Green Peak Industries Inc, its parent, subsidiaries, or affiliates (“Skymint”, “us”, “our”, or “we”) (collectively the “Site”). References to “you” and “your” refer to you, a user of the Site.

The Site(s) and services provide products, software, and other resources related to products and services available at Skymint retail locations or via e-commerce and other general information regarding the cannabis industry. Your use of the Site(s) and any features on the Site(s), or participating in any Services, are subject to these Terms, which we may update from time to time. By accessing the Site(s) in any way, including, without limitation, browsing the Site(s), using any information on the Site(s), submitting information to Skymint via the Site(s), and/or participating in any Services, you agree to and are bound by these Terms, and our Privacy Policy. Certain features of the Site(s) may be subject to additional guidelines, terms, or rules, which will be posted on the Site(s) in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these terms. If you do not agree to these Terms, do not use the Site(s) or participate in any Services. Skymint provides the Site(s) and Services for use only by persons located within the United States. Skymint makes no representation that the Site(s) or its content is appropriate or available for use in locations outside the United States.

These Terms contain a mandatory arbitration provision that, as set forth in Section 17, below, requires you to arbitrate claims you may have against Skymint on an individual basis, meaning you cannot bring claims against Skymint in court, and confirms your agreement to a class action waiver in arbitration. Please read it carefully as it affects your legal rights.

1. **Regulations in the Cannabis Industry.** Marihuana remains a Schedule I Drug. The cultivation, processing, sale, and possession of marihuana and products containing marihuana, the manufacture, sale, and possession of marihuana paraphernalia, and advertising the sale of marihuana, marihuana products and cannabis paraphernalia are illegal under the federal laws of the United States and certain state laws. You are responsible for complying with the applicable laws regarding marihuana in your jurisdiction. See Section 20, below, for additional information. All Skymint marihuana products are intended for personal use only in the jurisdiction in which they are sold. Products sold by Skymint are not intended for resale or interstate transport.

2. **You Should Seek Advice From Your Own Professional Advisers.** The Site(s) and the materials on the Site(s), including Skymint content have been prepared by Skymint for informational purposes only, and Skymint makes no claims with respect to the use or consumption of any Skymint products. Do not act upon this information without seeking guidance from an attorney, medical professional, or other applicable, qualified professional. The information on the

Site(s) is not intended to provide medical nor legal advice. Information on the Site(s) is not intended to assess, diagnosis, nor specifically treat any individual's medical problem(s) or concerns. Information on the Site(s) is also not intended to provide legal advice in relation to the cannabis industry nor any other industry.

Do not operate vehicles or dangerous equipment while under the influence of cannabis. If you are pregnant or may be pregnant, breastfeeding, suffering from a known health condition, or taking any prescription medications, you should consult your physician or other health care professional prior to using cannabis. These statements have not been evaluated by the Food and Drug Administration. None of the products made available by Skymint are intended to diagnose, treat, cure, or prevent any disease. You acknowledge and agree that no partnership is formed through these terms or your use of the Site(s) or participation in any services, and that neither you nor Skymint has the power or the authority to obligate or bind the other.

3. **Skymint Content.** Content on the Site(s) that is provided by Skymint and its licensors, including, but not limited to, certain graphics, photographs, images, screen shots, text, digitally downloadable files, audio, videos, trademarks, logos, product and program names, slogans, and the compilation of the foregoing Skymint content is the property of Skymint and its licensors, and is protected in the United States and internationally under state and federal trademark, copyright, and other intellectual property laws.

You agree not to download, display, or use any Skymint content located on the Site(s) for any publications, in public performances, on websites other than the Site(s) for any other commercial purpose, in connection with products or services that are not those of Skymint, in any other manner that is likely to cause confusion among consumers, that disparages or harm the reputation of Skymint and/or its licensors, that attenuates the strength of Skymint or its licensor's property, or that otherwise infringes Skymint's or its licensors' intellectual property rights. You further agree not to misuse any of Skymint content.

By entering and/or using the Site(s), you acknowledge and agree that any name, logo, trademark, or service mark contained on the Site(s) and all Skymint content is owned or licensed by Skymint and may not be used by you without prior written approval. Nothing contained in the Site(s) shall be construed as granting a license or other rights under any patent, trademark, copyright, or other intellectual property of Skymint.

4. **Accuracy of Information, Products, and Pricing.** We attempt to ensure that information provided through the Site(s), including Skymint content, is complete, accurate, and current. Except as prohibited by applicable law, we make no representation as to the completeness, accuracy, or currency of any information provided through the Site(s). Skymint shall not be responsible for any errors or omissions on the Site(s); however, when we discover an error, we will endeavor to correct it as soon as possible, and notify any customers who we are aware are materially impacted. We reserve the right to amend errors or to update product information at any time without prior notice.

Not all products that appear on the Site(s) are offered for sale in all states. Certain products may not be available in your jurisdiction. Products shown on the Site(s) may appear differently in the dispensary and at the retail establishment.

The Site(s) may provide you with pricing for products that are carried by us both in the dispensary and at the retail establishment and/or online. The prices displayed for products available for purchase via the Site(s) may only represent the applicable retail prices, and may not consist of taxes, delivery fees, or other applicable charges. Before you complete an order, all such applicable charges will be provided to you. The pricing shown to you through use of the Site(s) may only be good for purchases made through the Site(s) and may differ from in-store and dispensary pricing.

Please note that the current price for and availability of a product may differ from the price displayed when the product was first placed in your shopping cart. Price and availability information is subject to change without notice.

5. **Discounts and Special Offers.** The Site(s) may display, include, or make available coupons, special offers, promotional codes, giveaways, samples, and other offers from Skymint. Skymint displays these offers on the Site(s) as a form of advertisement. The sell offers mentioned in this section may be subject to additional terms, conditions, or restrictions under applicable law, regardless of whether such additional terms, conditions or restrictions are expressly included on the Site(s).

6. **Orders and Deliveries.** The Site(s) may consist of features or links to third-party sites permitting you to place an order with us for either pick-up at one of our dispensaries/retail establishments or for home delivery. When an order for home delivery is placed, it will be delivered to an address designated by you so long as that delivery address is compliant with any applicable delivery restrictions set forth by us through the Site(s) or otherwise. All orders are subject to acceptance by us, and we will confirm such acceptance in a communication to you. We are not responsible for deliveries that are delayed due to events that are beyond our control, but we will strive to provide you with a seamless delivery process. Not all products shown on the Site(s) are available in our dispensaries/retail establishments, as some products can only be found online.

Prior to pick-up or delivery, we reserve the right, without prior notice, to cancel or limit the order quantity on any product or service and/or to refuse service to any user. For example, we may limit or prohibit orders that, in our sole judgment, appear to be placed in violation of these terms or applicable law, are processed as a result of any fraudulent or misleading activity, or are placed by dealers, resellers, or distributors. In the event we make a change to or cancel an order, we will attempt to notify you by using the contact information you provided at the time the order was made. We also may require verification of information prior to the acceptance and/or delivery of any order.

By placing a home delivery order, you are hereby granting your consent to release personal information to Skymint as necessary for the purposes of fulfilling home deliveries. You authorize the release of your personal information to Skymint as needed for home delivery orders. You acknowledge your personal data will be processed/released to Skymint for the purpose of completing a home delivery order.

7. **Account(s) Creation and Maintenance.** In order to use certain features of the Site(s) (e.g., to use any e-commerce related services) or participate in the services, you may be required to create one or more account(s) with Skymint (“Account(s)”) and provide certain information about yourself. You represent and warrant that all registration information you submit is truthful and accurate, and that you will always maintain the accuracy of such information. You may not create more than one Account(s) per Account(s) type.

You agree that you are solely responsible for maintaining the privacy of your Account(s) login information and are fully responsible for all activities that occur under your Account(s). You agree to immediately notify Skymint of any unauthorized use, or suspected unauthorized use, of your Account(s) or any other breach of security. Skymint cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Skymint may suspend or terminate admittance to your Account(s) in its sole and utter discretion. In the event your Account(s) is terminated, these terms shall remain, to the extent applicable, in full force and effect.

8. **User Conduct Guidelines.** Any time you access or use the Site(s) or participate in the services, you are required to comply with our User Conduct Guidelines, as set forth below. You are not authorized to access or use the Sites:

- Thoroughly retrieve information or content to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, using bots, crawlers, or spiders, or otherwise;
- If you are not able to form legally binding contracts (for example, if you are under 18);
- If you are a person barred from receiving our products or services under the laws of the United States or other applicable jurisdiction; and
- For any other purposes that are not expressly permitted by these Terms.

Additionally, you may not:

- Access, copy, distribute, share, publish, use, or store any Skymint content for purposes that are inconsistent with our Privacy Policy, or otherwise violate the privacy rights or any other rights of other users or any other third-party, including by disclosing, selling, renting, distributing, or exposing any Skymint content to a third-party, using it for marketing purposes, or otherwise using it for any purposes unrelated to the Site(s) or Services;
- Access, copy, distribute, share, publish, use or store, or prepare derivative works from any Skymint content or content that belongs to another user or to a third party, including works covered by any copyright, trademark, patent, or other intellectual property right, except

with prior express permission of the person or entity holding the rights to license such use;

- Avoid our systems, policies, including but not limited to attempting to access or use the Site(s) or Services if you have been temporarily or permanently prohibited or blocked from using the Site(s) or Services;
- Access, search, collect information from, or otherwise interact with the Site(s) by “scraping,” “crawling” or “spidering” the Site(s), by the use of any software, device, script or robot, or by any other means (automated or otherwise) other than through the currently available, published interfaces that are provided by Skymint, unless you have been specifically authorized to do so in a separate agreement with Skymint;
- Use, display, mirror or frame the Site(s), or any feature, functionality, tool or content of the sites or services, Skymint’s name, any Skymint’s trademark, logo or other proprietary information, without Skymint’s express written consent;
- Interfere with, disrupt, damage or compromise the Site(s), Services, or our systems or the access of any user, host or network in any way, including but not limited through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology or by overloading, flooding, spamming, mail-bombing the Site(s), or otherwise, imposing an unreasonable or excessively large load on the Site(s);
- Access, tamper with, or use non-public areas of any of the Site(s), services, Skymint’s computer systems, or the technical delivery systems of Skymint’s providers;
- Investigate, scan, or test the vulnerability of any system or network of Skymint or its providers, or breach or avoid any security or authentication measures of such system or network;
- Avert, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Skymint or any of Skymint’s providers or any other third-party to protect the Site(s);
- Duplicate any TCP/IP packet header or any part of the header information in any e-mail or posting, or in any way use the Site(s) to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the code or software used to provide the Site(s);
- Export or re-export the Site(s), except in compliance with the export control laws and regulations of any relevant jurisdiction;

- Post reviews on the Site(s) or services or any of Skymint’s social media pages or channels that are not based on your own personal experiences, not factual in nature, or based on secondhand, nonpersonal experience;
- Resell for commercial purposes products purchased through use of the Site(s) or services or resell or make commercial use of the Site(s), services, or Skymint content;
- Violate any federal, state, or local laws, rules or regulations or violate the rights of any third-party, including but not limited to any intellectual property, privacy or publicity-related rights in connection with your access to or usage of the Site(s) or use of the services;
- Otherwise abuse the Site(s) or services or breach the terms; and
- Attempt to do any of the foregoing, or advocate, embolden or assist any third-party in doing any of the foregoing.

You represent, warrant, and agree that you shall comply with the above User Conduct Guidelines. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of your information or related materials from the Site(s) and/or services and termination of your Account(s).

9. **User Content**. We welcome and encourage you to provide feedback, comments, ideas, and suggestions for improvements, enhancements, and modifications to the Site(s) and/or services, which may include text, photos, audio, code, forms and agreements, files, videos, images, and other materials (“User Content”). You may submit User Content by messaging us or contacting us, via the contact information provided below. You acknowledge and agree that all User Content you give us (i) will be treated as non-confidential, and (ii) will be the sole and exclusive property of Skymint. Without limiting the foregoing, you acknowledge that your User Content may be disseminated or used by Skymint for any purpose whatsoever, including developing, improving, and marketing products. You hereby irrevocably transfer and assign to Skymint all your rights, title, and interest in and to all User Content, including all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such User Content.

You agree to sign and deliver such documents, and otherwise provide such assistance, as may reasonably be required from time to time to perfect Skymint’s rights in such improvements, enhancements, and modifications.

In addition to the User Conduct Guidelines above, your User Content may not:

- Infringe on any rights of any third-party, including but not limited to any copyrights, trademarks, privacy rights, publicity rights, contract rights, trade secrets, or any other intellectual property or proprietary rights;
- Violate any law, statute, ordinance, or regulation;

- Be defamatory, libelous, slanderous, or threatening;
- Contain offensive language or images, including but not limited to sexually explicit content that is pornographic, obscene, harmful to minors, or constitute violations of child pornography or child sexual exploitation laws;
- Denigrate any ethnic, racial, sexual, or religious group by stereotypical depiction or otherwise;
- Manipulate images or the likeness of any individual other than yourself (except where you have obtained express permission from such other individual(s) for such exploitation);
- Encourage physical harm of any kind against any individual or group or characterize violence as acceptable, glamorous, or desirable;
- Provide instructional information about illegal activities; and
- Encompass any viruses or other programming routines that may destructively interfere with computer systems or data, whether those of Skymint or any third-party.

10. **Electronic and Telephonic Communications**. When you use the Site(s), participate in the services, provide us your personal information (name, address, telephone number, email address, etc.) or send e-mails, messages with us electronically, you consent to receive communications from us (e.g., newsletters and updates), including but limited to via electronic mail, text messages, phone calls, social media, and push notifications at the email address or telephone number (including mobile number) you provided. You agree that all agreements and consents can be signed electronically and all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing.

We may send and receive (recurring) text messages through cellular telephone operators or other networks, and the level of reliability may vary. Consent to receive such message is not required as a condition of purchasing any goods or Services. We are not responsible for the timeliness or final delivery of text messages, as that is outside our control and is the responsibility of the cellular telephone operator or other networks. Your carrier may charge standard messaging, data, and other fees, and you are responsible for those charges. Notwithstanding the foregoing, we will use your mobile number in accordance with our Privacy Policy. Please read our Privacy Policy to learn more about our communications practices.

If you wish to opt out of marketing emails from us, you can unsubscribe by following the unsubscribe options in the marketing email itself. If you wish to opt out of text messages from us, you can do so by texting the applicable keyword provided in the text message(s), from the mobile device receiving the messages. You understand and agree that you may continue to receive communications from us while we process your opt-out requests, and you may also receive a communication confirming the receipt of your opt-out requests.

11. **Modification and Suspension.** We reserve the right, at any time in our sole discretion and without notice to you, to modify, suspend or discontinue the Site(s), the services, and Skymint content. We may also impose rules for and limits on use of the Site(s) or restrict your access to all or part of the Site(s) or services without notice or penalty. You agree that, to the fullest extent allowed by applicable law, we will not be liable to you or to any third-party for any modification, suspension, or discontinuance of the Site(s), the services, or Skymint content. These terms will survive any termination, discontinuation, or cancellation of the Site(s), services, or your account(s).

12. **Warranties by Users.** You represent and warrant to Skymint that you have the power and authority to accept and agree to these terms, and you own or control all the rights necessary to grant the rights and licenses granted herein.

13. **Disclaimers**

By entering and/or using the Site(s) or participating in the services, you acknowledge and agree that the information and services are provided on an “as is, as available” basis. No warranties, express or implied, including but not limited to those of merchantability, fitness for a particular purpose, or non-infringement, are made with respect to the sites, services, or any information or software therein or provided in connection therewith (including but not limited to Skymint content), or any warranties as to the reliability or availability of the Site(s), services or the Skymint content, the use of the Site(s) or services will be uninterrupted or error free, or warranties as to the completeness, accuracy or timeliness of any Skymint content.

14. **Limitation of Liability.** You acknowledge and agree that, to the maximum extent not prohibited by law:

- Your use of the Site(s) and services are at your own risk;
- You are solely responsible for, and assume all risks related to, the proper and safe handling, storage, use and consumption of all products sold or distributed through the Site(s) or services. You are also solely responsible for knowing about any allergies you may have and verifying products and their contents before handling, preparing, using or consuming such products. You are responsible for reading and understanding all warning labels that accompany any products;
- Under no circumstance (including negligence), shall Skymint or any of the parties involved in creating, producing, or delivering the Site(s) or services be liable for any incidental, special, consequential, indirect, or punitive damages, or any other losses, costs, or expenses of any kind (including legal fees, expert fees, or other disbursements), which may arise, directly or indirectly, from the services or through the access to, inability to access, use of, or browsing of the sites or through your downloading of any Skymint content or other materials, data, text, images, video or audio from the sites, including but not limited to anything caused by any viruses, bugs, human action or inaction or any

computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions or network connections even if Skymint has been advised of such incidents; and

- Skymint is not responsible for any damages whatsoever that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance whether or not caused by events beyond Skymint's reasonable control, including but not limited to force majeure events, communications line failure, theft, destruction, or unauthorized access to the services or sites' records, programs, or services.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages; as a result, the above limitation or exclusion may not apply to you. If the foregoing limitation of liability is determined by a court of competent jurisdiction to be unenforceable, Skymint's aggregate liability arising out of, or in connection with these terms shall be limited to One Hundred Dollars (\$100).

To the fullest extent permitted by applicable law, you, on behalf of your heirs, executors, administrators, legal and personal representatives, hereby release, waive, acquit, and forever discharge Skymint from and against all claims you have or may have arising out of or in any way related to these terms or the services provided hereunder. If you are a California resident, you hereby waive your rights under California Civil Code 1542, which states: "a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party."

The limitations set forth in Section 14 will not limit or exclude liability for personal injury or property damage directly, and proximately caused by products you purchase from us, or for our fraud, gross negligence, or intentional, willful, malicious, or reckless misconduct.

You acknowledge and agree that the warranty disclaimers and limitations of liability set forth above are essential elements of the basis of the bargain between Skymint and you, and will survive and apply even if your remedies are found or alleged to have failed of their essential purpose.

15. **Indemnification.** To the maximum extent not prohibited by applicable law, you agree to release, defend, indemnify, and hold Skymint, its parent, subsidiaries, affiliates, licensors and service providers, and its and their officers, directors, shareholders, agents, employees and representatives (individually and collectively, the "Skymint Entities"), harmless (collectively, "indemnify" or any variation thereof) from and against any claims, liabilities, damages, losses, costs and expenses, including, any bodily injury, illness, death or damage to any real or personal property, or any other injuries, losses, or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind, and including reasonable legal fees and litigation expenses and costs, arising out of or relating to, or in any way connected with (i) the services

and/or your access to or use of the Site(s), including any and all Skymint content and any features, functionality, tools, and promotions available on and through the Site(s), (ii) your breach of the terms, including any violation of national, federal, state or local or other applicable laws, rules or regulations or any infringement or misappropriation of the rights of any third-party, and (iii) your gross negligence or willful misconduct.

You agree that, at Skymint's option, you will conduct the defense of any such claim or action; provided that, notwithstanding our election that you conduct the defense, (i) Skymint may nevertheless participate in such defense or settlement negotiations and pay its own costs associated therewith, and (ii) you will not enter into any settlement or other compromise without the prior written approval of Skymint (which approval shall not be unreasonably withheld), unless such settlement or other compromise includes a full and unconditional release of the relevant parties from all liabilities and other obligations in respect of such claim or action.

No person or entity shall be entitled to any form of indemnification at any time, except as provided by the terms.

16. **Users; Third-party Websites.** Though users are required by the Terms to provide accurate information, we do not guarantee the completeness or accuracy of any information provided by any user, including the user's purported identity, credentials, or background. We recommend that you exercise due diligence when deciding to communicate or interact with another user, and we will not be responsible or liable for any damage or harm resulting from your interactions with other users.

Although the Sites may be linked to other sites, Skymint is not, directly, or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked site, unless specifically stated therein. By entering the Site(s), you acknowledge and agree that Skymint has not reviewed all the Site(s) linked to the Site(s) and is not responsible for the content of any off-site pages or any other site linked to the Site(s). Your linking to any other offsite pages or other sites is at your own risk. You should refer to the terms and policies governing any other sites that you use to determine your rights and responsibilities.

17. **Governing Law and Dispute Resolution.** Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and Skymint have against each other are resolved. You acknowledge that you are waiving the right to go to court and have a claim heard by a judge or jury. The Terms shall be governed by and interpreted in accordance with the laws of the State of Michigan.

All disputes, claims, controversies, and matters arising out of or relating to these terms, the breach thereof, or any transactions hereunder, including any questions of arbitrability claims, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules ("AAA Rules") by a sole arbitrator. The parties hereto shall endeavor to agree upon the arbitrator, and if they fail to do so within twenty-one (21) days of the commencement of the Arbitration, the appointment shall be made by the AAA in accordance with the AAA Rules. The place, or legal seat of the arbitration, shall be in the State of Michigan, and

the language of the arbitration shall be English. Each party shall be exclusively responsible for paying its own arbitration filing fees, which the arbitrator may later allocate as set forth below.

Each party agrees that all claims must be brought on an individual basis on that party's own behalf and not in any representative capacity or on behalf of any sort of class or purported class, and no arbitration commenced hereunder may be joined with or include any claims by any other persons. For the avoidance of doubt, each party hereby waives the right to participate as a plaintiff or class member in any class or representative proceeding, to the maximum extent permitted by applicable law. Further, unless both you and Skymint otherwise agree in writing, the arbitrator may not consolidate or join more than one person's claims and may not otherwise preside over any form of consolidated, representative, or class proceeding.

The arbitrator shall issue a reasoned award and, subject to the limitation of liability set forth above, shall have the power to grant any interim or provisional measures that the arbitrator deems appropriate, including, but not limited to, injunctive relief and specific performance, and any interim or provisional measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction as a final award. Nothing herein, however, shall authorize the arbitrator to act as amiable compositeurs, to proceed ex aequo et bono, or to exercise rights of jura novit curia. Each party hereto retains the right to seek interim measures from a judicial authority, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The arbitrator shall award the prevailing party, if any, as determined by the arbitrator, its reasonable costs, including reasonable attorney's fees. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction. No information concerning an arbitration, beyond the names of the parties, their counsel or the relief requested, may be unilaterally disclosed to a third-party by any party unless required by law. Any documentary or other evidence given by any party or witness in any arbitration shall be treated as confidential by any party whose access to such evidence arises exclusively because of its participation in the arbitration and shall not be disclosed to any third-party (other than a witness or expert), except as may be required by law. Any party who commences any judicial proceeding in connection with an arbitration initiated hereunder shall endeavor to have the judicial record of any such proceeding sealed to the extent permitted by law.

Both you and we agree that if Skymint makes any amendment to this Section in the future, that amendment will not apply to any claim that was filed in a legal proceeding against Skymint prior to the effective date of the amendment. However, the amendment will apply to all other disputes or claims governed by this Section that have arisen or may arise between you and Skymint. We will notify you of amendments to this Section by posting the amended terms on the Site(s). If you do not agree to the amended terms, you must cease using the Site(s) and/or participating in the services immediately. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and Skymint in accordance with the provisions of this Section as of the date you first accepted the terms (or accepted any subsequent changes to the terms).

18. **Miscellaneous Provisions.** You may be given the ability to provide us with personally identifiable information on certain areas of the Site(s) or in conjunction with

participation in the services. Please read our Privacy Policy for more information about our information collection and use practices.

If any provision of these terms shall be deemed to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

These terms constitute the entire agreement between you and Skymint regarding the use of the Site(s) and Skymint content and participation in the services and supersede and replace any prior agreements you and Skymint might have had regarding the Site(s) Skymint content, and services. By using the Site(s) or participating in the services, you represent that you can enter into a binding agreement.

We will not be deemed to be in breach of these terms or liable for any breach of these terms or our Privacy Policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire, pandemics/epidemics, or other disaster (each a "Force Majeure" event or occurrence).

Nothing in these terms shall affect your statutory rights. Skymint may (in its sole discretion) decline to enter into any correspondence, except as otherwise stated in these terms.

19. **Contact Us.** If you have any questions or concerns, please contact Skymint at [social@skymintbrands.com](mailto:social@skymintbrands.com) or 10070 Harvest Park, Dimondale, MI 48821

20. **Changes to These Terms.**

Skymint reserves the right to revise and update these terms at any time and for any reason, with or without notice or obligation. Your use of the Site(s) or services after we post any changes constitutes your agreement to those changes and your agreement to be bound by any such revisions. In addition to posting the updated terms, we reserve the right in our sole discretion to notify you of such revisions via email, if provided. You agree to periodically review these terms to ensure you are familiar with the most recent version. You agree that you do not have any rights in the Site(s) and that Skymint will have no liability to you if the Site(s) or services are discontinued or your ability to access the Site(s) or participate in the services are restricted.