



## Terms of Use

*Effective Date: February 20, 2024*

### **I. INTERPRETATION**

<b>“NFTs”</b>	<i>Non-Fungible Tokens.</i>
<b>“Parties”</b>	<i>User and YLL collectively</i>
<b>“Terms of Use”</b>	<i>The agreement outlining the general terms and conditions between User and YLL outlined herein.</i>
<b>“Topsy Turtles”</b>	<i>A collection of NFTs created and owned by YLL. This collection has its own animated story and unique branding.</i>
<b>“User”</b>	<i>An individual or entity who accesses and browses the Website.</i>
<b>“Website”</b>	<i>The online platform of Topsy Turtles and its various services with website domain <a href="http://www.tipsyturtles.io">www.tipsyturtles.io</a></i>
<b>“YLL”</b>	<i>Yaad Labs Limited – Owner of Topsy Turtles.</i>

*Words used herein regardless of the number and gender specifically used, shall be deemed, and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.*

### **II. ABOUT TIPSY TURTLES**

Topsy Turtles is YLL’s first digital collection which consists of quality license-worthy intellectual property. Topsy Turtles follows the story of Ted & Tony the turtle who washed up to shore. All these turtles want to do is drink, make friends and have a good time on vacation.

Topsy Turtles gives potential purchasers an opportunity to own part of a high-quality brand. Topsy Turtles at onset will span the digital collectibles and animated content markets, with a view to segway into merchandise, music, gaming, products and experiences in the near future. The primary focus for now is that of digital collectibles via the Cardano Blockchain and the NFT scene.

*Welcome to Topsy Turtles.* This Website is governed by these Terms of Use. These Terms of Use and any additional terms disclosed to You when You use our services are a legally binding agreement between You and YLL and other services that link to these Terms of Use.



### **III. ACCEPTANCE OF TERMS OF USE AND OUR PRIVACY POLICY**

Each time You access and/or use the Website, You agree to these Terms of Use and any additional terms that may from time to time be issued for the aspects of the Website that You select.

### **IV. LEGALLY BINDING AGREEMENT**

You agree that when accessing/using the Website and by clicking “I Accept” (or any similar selection), or by accessing, viewing, downloading or otherwise using the Website, you are entering into a legally binding agreement with YLL based on these Terms of Use. Other additional terms may be posted on our Website from time to time such as legal notices or rules for particular promotions, applications, downloads or other features or activities. If there is a conflict among these Terms of Use, You agree that YLL will determine which Terms of Use apply to the varying aspects of the Website. These Terms of Use set out your rights, obligations, and restrictions regarding User’s use of the Website. If You do not agree to any of these Terms of Use, You must discontinue accessing and/or using the Website.

### **V. CONTACT AND ELECTRONIC COMMUNICATIONS**

By accessing or using the Website, You consent to having these Terms of Use provided to You in electronic form and that all agreements, notices, disclosures, and other communications we provide to You electronically satisfy any legal requirements that such communications be in writing. You acknowledge that when You provide us with contact information in connection with a particular activity, such as an email address or telephone number (“Contact Information”), you agree that this establishes a business relationship with us and that we may communicate with you using the Contact Information you provided to us. You acknowledge the legal authority over any Contact Information. This means we may contact you in person or by recorded message, by e-mail, telephone and/or mobile telephone number (including use of automated dialing equipment), text (SMS) message, or any other means of communication that your wireless or other telecommunications device may be capable of receiving through the Contact Information you have provided to us.

### **VI. USER CODE OF CONDUCT**

All Users are expected to operate in a professional manner in any engagement garnered through the Website. Any action by a User that is deemed to be harmful, unreasonable or immoral in relation to the usage of the Website to YLL may result in sanctions by YLL which includes but is not limited to being banned from the Website. Additionally, YLL may disclose evidence of such actions to a court of law.

Appropriate legal action may be taken for any illegal or unauthorized use of the Website.



**NOTE THAT THE CREATION OF A FALSE IDENTITY AND/OR USING THE IDENTITY OF SOMEONE ELSE IS PROHIBITED.**

## **VII.**

**Certification of Blockchain Knowledge.** By utilizing the Website, You confirm that You have good and sufficient experience and understanding of the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology, blockchain-like technology, and blockchain-based software systems to understand this Agreement and to fully appreciate the risks and implications of purchasing Topsy Turtles and You are able to bear the risks thereof, including the loss of all or part of the purchase price of any Topsy Turtles purchased.

Further, by utilizing the Website You understand the risks associated with using a “hot wallet” to secure valuable digital assets, and users who use a “cold storage wallet” for their assets understand the proper security measures to implement regarding the use of such cold storage devices.

**Blockchain Risks.** You acknowledge that engaging in financial transactions on the blockchain has inherent risks and is susceptible to interruption. By using the Website You acknowledge, agree to, and accept the following risks:

- i. **Information transmission can be disrupted.** You accept the risk that our Website could be affected by technical difficulties that impede your ability to obtain, view, or deliver information or execute transaction, including in time sensitive transactions. We do not control the public blockchains that You are interacting with.
- ii. **Compromised Digital Wallets.** The digital wallet which You use to access some aspects of the Website or that of our affiliates can be accessed by anybody with access to that wallet’s seed phrase or private key or anybody who is granted access to it through smart contract, even if that seed phrase, private key, or granted access is done maliciously or unintentionally. YLL is not responsible for any unauthorized access to or use of your digital wallet.
- iii. **Cyberattacks may occur.** You understand that fraud and cyberattacks occur and that your data may not be completely safe on any computer system or network. However, there are certain steps that You can take to protect the safety and security of your data and You agree to take reasonable measures to do so. Transactions on the Cardano blockchain and related layer 2 solutions are irreversible, and losses due to fraudulent or accidental transactions may not be recoverable.
- iv. **Regulation.** The regulatory status of cryptographic tokens, digital assets, and blockchain technology is unclear or unsettled in many jurisdictions. Further, while YLL is of the opinion that Topsy Turtles are not securities, others may take a



contrary position which may materially affect the Website or Topsy Turtles. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations, or rules that will affect cryptographic tokens, digital assets, blockchain technology, or its applications. Such changes could limit the functionality of the Website or the transferability of Topsy Turtles.

- v. **Third-party services disruption.** You understand and agree that the Website may require the use of third-party resources which are not under the direction or control of YLL including use of the Cardano blockchain. These resources may become unavailable during times of especially high traffic, or due to potential changes of access to those third-party resources. You accept the risk that interruption or inaccuracy of third-party services may impede your ability to obtain, view, or deliver information or execute transactions, including in time-sensitive transactions.
- vi. **Risk of Fraud.** Digital tokens and the holders of digital tokens are often the targets of individuals attempting to access those tokens through fraudulent or duplicitous means. The individuals perpetrating these frauds will often use QR codes, malicious links, or social engineering scams where they pose as legitimate actors such as YLL to gain access to individuals' digital wallet or the seed phrase which grants access to that digital wallet. Do not ever electronically store your seed phrase, give that seed phrase to others, or click on unknown links. Before interacting with a website or social media account, take extra care to confirm that is the official website or social media account of the intended party and not a person posing at that account/individual fraudulently. You should understand the common forms of fraud in the exchanges of digital assets and protect yourself against those risks.

## VIII. ACCOUNT CREATION AND USER REPRESENTATIONS

To access portions of the Website in the future You will be required to create an Account. The following conditions apply to the creation of an Account:

- i. **Truthful Information.** You must provide us with truthful, accurate, complete and current Account information and keep this information up to date. If You do not, we may suspend or terminate your Account.
- ii. **Request for Information.** YLL may require You to provide additional information as required by applicable laws and regulations or to investigate potential violations of these Terms of Use. Failure to provide that additional requested information may result in your access to the Website being suspended or revoked. Additionally, YLL may suspend your access to the Website while it gathers and processes any information requested and received.
- iii. **Account Security.** To protect your Account, You must keep your Account details confidential including the seed phrase and private key of your digital wallet associated with your Account. If You detect any unauthorized use, or if You know



of or suspect a breach of security of either your Account or any digital wallet linked to that Account, You should contact us as soon as practical.

- iv. **Responsible for Account.** You are responsible for all activities that occur under your Account, whether or not You know about or consent to them.

You agree and understand that certain legal restrictions may impede or restrict our ability to deliver the Website services to You. You are solely responsible for determining whether use of Website is permitted in the jurisdiction where You live, and You shall refrain from use of the Website if such activity is not permitted in the jurisdiction where You live.

**User Representations.** You hereby represent, warrant and acknowledge:

- i. **Legal Competence.** You are legally competent to form a binding contract and have reached the age of majority in your jurisdiction.
- ii. **Competitor.** You are not a competitor of YLL and are not using the Website for reasons that are in competition with YLL.

## **IX. USER RIGHTS AND OBLIGATIONS**

### **Interruption of Services**

YLL may at any time for any or no reason interrupt availability of some or all aspects of the Website, or modify, replace, refuse access to, or discontinue any Website services, or change or introduce fees in our sole discretion. Any changes to the Website or introduction of fees are effective when posted on the Website or when communicated to You directly. YLL is not liable for any interruption of Website services, or delay or failure to perform, and You understand that in such cases You shall not be entitled to any refunds of fees, if applicable.

### **Links to Third Party Services**

The Website may include links to third party apps, websites or other services (“Third Party Sites”). You are responsible for deciding whether You want to access or use a Third Party Site. YLL is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Sites. Third Party Sites have their own legal terms of use and privacy policies, and You may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, we are not responsible for Third Party Sites - use or access them at your own risk.

## **X. USER OWNERSHIP**

When You purchase Topsy Turtles, You own the underlying NFT completely. This means that You have the right to swap your Topsy Turtles, sell it, or give it away. Note, however, that usage of Topsy Turtles is subject to the License Agreement. Ownership of Topsy Turtles are mediated entirely by the Cardano blockchain or related layer 2 solutions. Except as



otherwise permitted by these Terms of Use or in cases where we determine that a Topsy Turtle has not been rightfully acquired from a legitimate source, at no point will we seize, freeze, or otherwise modify the ownership of any Topsy Turtle.

If You violate these Terms of Use, we may, at our sole and absolute discretion, without notice or liability to You, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your Account or remove your Topsy Turtles from being able to participate in or access token-gated sections of the Website. If we remove your Topsy Turtles from being able to participate in or access other token-gated sections of the Website, such action will not affect your ownership rights in any Topsy Turtles that You already own, but You will not receive a refund of any amounts You paid for those Topsy Turtles. Additionally, marks may be placed on the image associated with the Topsy Turtles noting their inability to participate in or access other token-gated sections of the Website, which may lower the value of those Topsy Turtles.

## **XI. CHILDREN**

The Website is not intended for anyone under the age of eighteen (18) years old. We do not knowingly collect personal information from anyone under eighteen (18) years old. If You are under the age of eighteen (18) years old, do not use this Website, provide any information on this Website or use any of the interactive features of this Website or provide any information about yourself to us.

## **XII. INTELLECTUAL PROPERTY RIGHTS**

### **Access to Content on the Website**

You acknowledge that: (i) by using the Website You may have access to pictures, digital images, graphics, music, video, audio, text, computer code and other creative output (collectively, “Content”); and (ii) this Content includes Content owned or licensed by YLL (“YLL Content”), or owned or licensed by third parties (“Third Party Content”). You acknowledge that YLL, YLL licensors, and third parties have rights in their respective Content under copyright and other applicable laws and treaty provisions. You accept full responsibility and liability for User’s use of any Content in violation of any such rights.

### **User Content**

YLL may choose, but has no obligation, to pre-screen or monitor the Website for inappropriate content submitted by User and it may delete any User Content that violates these Terms of Use, as determined by YLL in its sole discretion. However, if YLL chooses to pre-screen or monitor User Content, YLL nonetheless assumes no responsibility for such User Content, no obligation to modify or remove any inappropriate User Content, and no responsibility for the conduct of the User submitting any such User Content.



## **View Content at Your Risk**

You understand that when using the Website, you will be exposed to Content from a variety of sources, and that YLL is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that You may be exposed to Content that is inaccurate, offensive, indecent, objectionable, or that contains errors or omissions.

## **Ownership of User Content Posted by Other Users of our Services**

All User Content, is either owned or licensed by the User that posted it. Therefore, other Users of our Website may not distribute, modify, transmit, reuse, download, repost, copy, or use the User Content of others for any reason without express prior written permission from the User that posted it. A violation of this section is cause for immediate and permanent termination of your right to use our Website.

## **Our Ownership Rights**

All right, title and interest in and to the Website are the exclusive property of YLL and its licensors. We hereby grant you a limited, revocable, non-sublicensable license to reproduce and display the YLL Content (excluding any software code) solely for your personal use to the extent necessary to access or use the Website. YLL reserves all rights not expressly granted in and to the YLL Content and the Website.

## **License Agreement**

The License Agreement relevant to the purchase and subsequent use of Topsy Turtles can be found on the website under the IP section of the FAQs.

## **Software Use Restrictions**

You acknowledge that any software and related documentation that may be available to download from the Website (the "Software") is a copyrighted and/or trademarked work owned or licensed by YLL and that you do not acquire any ownership rights by downloading the Software. You agree that your use of the Software is governed by these Terms of Use and is also governed by the terms of the license agreement, if any, that accompanies or is included with the Software (the "License Agreement"). Except as set forth in the applicable License Agreement or any express provision of this Terms of Use, any further copying, reproduction or redistribution of the Software is expressly prohibited. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SET FORTH IN THE LICENSE AGREEMENT OR ANY EXPRESS PROVISION OF THIS TERMS OF USE, THE SOFTWARE IS PROVIDED TO YOU ON AN "AS-IS" AND "WHERE-IS" BASIS, AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS,





IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE DISCLAIMED.

## **Feedback**

All comments, feedback or materials submitted by You to us, including feedback, testimonials, images, reviews, questions, comments, suggestions or ideas (collectively, “Feedback”), is received and treated by us on a non-confidential and unrestricted basis. YLL is free to use, display, perform, distribute, copy, adapt, and promote the Feedback in any way, without compensation to you. You agree that in submitting Feedback, it will not violate any right of any third party, including any confidentiality, copyright, trademark, privacy or other personal or intellectual property or proprietary rights, and will not cause injury to any person or entity or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain viruses, commercial solicitations, or any form of “spam”.

## **Ownership and License of User Content**

YLL does not claim ownership of the User Content You post, upload, input or submit to the Website. You retain copyright and other intellectual property rights You have under law with respect to the User Content that You submit or transmit to or display on or through the Website. However, by uploading your User Content on the Website, You grant to YLL and its affiliated companies, and their sub-licensees (or other suppliers) of the Website permission to use, User Content as described in the service selected by the User which may include contacting the User. No compensation is payable to You with respect to the use of your User Content, as provided herein. You may edit some of your User Content by using the tools on the Website; however, if you have shared User Content with others (for example other Users) through the Website or by information gained from the Website, YLL has no control over any third parties use of that Content.

Further, You acknowledge that removed User Content may persist in the systems of those who have had previous access to User Content through our Website, and in backup copies for recordkeeping and internal purposes, including enforcing these Terms of Use.

You represent that You have all rights necessary to grant us the License set forth in this section, that your User Content is accurate and not confidential, and the submission, transmission, posting and use of your User Content in accordance with the service You selected is not in violation of any applicable laws or contractual restrictions or other third party rights (including, without limitation, privacy, publicity, and intellectual property rights of persons or property appearing therein). You are solely responsible for your User Content or any other User Content you access through the Services. Kindly note that User’s contact information for consultation requests are only used internally and not published on the Website.





### **XIII. INTERACTING WITH OTHER USERS**

#### **Communications with Users**

You are solely responsible for your interactions with other Users.

#### **Release**

As a condition of access to and use of the Website, you release YLL, including its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, licensors and distributors from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any dispute You have or claim to have with one or more Users of the Website, including any claim against any individual or entity who uploads requests or other services of the Website on User's behalf.

#### **User Disputes**

You understand and agree that: (i) YLL will have the right but not the obligation to assist Users in resolving disputes among Users relating to Users' use of the Website; (ii) YLL's resolution of any particular dispute does not create an obligation to resolve any other dispute; (iii) to the extent YLL assists in resolving such disputes, it will do so in good faith based solely on the general rules and standards of the Website; (iv) YLL's resolution of such disputes will be final with respect to the respective Users' use of the Website; and (v) you release YLL from claims, demands and damages of every kind and nature in any way connected with YLL's resolution of User disputes relating to the Website.

### **XIV. LEGAL MATTERS; SAFETY**

We may, without your consent, access and disclose your information, any communications sent or received by You, and any other information that we may have about You as may be permitted or required by law or by any government regulatory authority, or to prevent or investigate suspected fraud, violations of our Terms of Use, or activity that appears to us to be illegal or may expose us to legal liability. Any disputes under our Terms of Use will be resolved in accordance with the Dispute Resolution Clause herein. Additionally, we may disclose your information in situations that we believe may involve potential threats to the physical safety of any person or property.



## **Jurisdiction and Cross-Border Issues**

Whilst our Website is accessible across several jurisdictions, it is primarily intended for a Caribbean audience and its diaspora. We do not represent or warrant that our Website is appropriate or available for use in any particular jurisdiction. Those who choose to access the Website do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We may limit access to our Website, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. By using our Website and submitting any personal information, You consent to the transfer of personal information to other countries, which may provide a level of data security different from your country of residence. You are also consenting to the application of Jamaican law in all matters concerning the Website.

## **XV. IMPORTANT DISCLOSURES**

### **No Rights of Third Parties**

This Terms of Use does not create rights enforceable by third parties or require disclosure of any personal information relating to Users of the Website.

### **Changes to this Terms of Use**

We may change this Terms of Use from time to time. You agree that we may notify You about material changes in the way we treat personal information by posting a revised Terms of Use on the Website via a link, with the “Effective Date” posted at the top of the Policy. You should check the Website frequently for updates. By accessing the Website after the Effective Date, You are deemed to consent to our then-current Terms of Use.

## **XVI. DISCLAIMERS OR WARRANTY AND LIABILITY**

### **Services are Provided “As Is”**

We provide the Website “As Is” and we make no representations for quality, effectiveness, and availability of the Website.

YLL provides the Website strictly on an “AS IS” basis and does not guarantee that the Website will function without interruption or errors in functioning or be virus-free. The operation of the Website may be interrupted due to maintenance, updates, or system or network failures. YLL disclaims all liability for damages caused by any interruption, malfunction, impossibility of access, or poor use conditions of the Website for any reason. Use of the Website is at your own risk, to the fullest extent permissible under applicable law. YLL EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS,



IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

YLL makes no warranty as to the quality, accuracy, completeness or validity of any information or Content You access or receive in connection with the Website, or that your use of the Website will meet your requirements. If You are dissatisfied or harmed by the Website, You may terminate your use of your account and such termination shall be your sole and exclusive remedy.

YLL neither warrants nor represents that your use of the Website will not infringe the rights of third parties. Any material, service, or technology described or used on the Website may be subject to intellectual property rights owned by third parties who have licensed such material, service, or technology to us.

YLL does not have any obligation to verify the identity of the persons accessing the Website or subscribing to the Website services. YLL disclaims all liability for identity theft or any other access to or misuse of your identity or information.

### **No Liability for Accumulated Content**

When using the Website, you may accumulate Content that resides as data on YLL's servers. This data, and any other data, User personal information or names residing on YLL servers may be deleted, altered, moved or transferred at any time for any reason in YLL's sole discretion. You acknowledge that, notwithstanding any copyright or other rights You may have with respect to User Content You upload, transmit, display and/or create using the Services, and notwithstanding any value attributed to such Content, you understand and agree that YLL has the right, but not the obligation, to remove any Content (including your User Content) at any time, for any reason or no reason, with or without notice, and with no liability of any kind. YLL EXPRESSLY DISCLAIMS ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON YLL'S SERVERS.

### **Limitation of Liability**

IN NO EVENT IS YLL OR ITS RESPECTIVE SUPPLIERS, LICENSORS OR DISTRIBUTORS IN HOSTING, OPERATING OR DELIVERING THE SERVICES LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS, EXCLUDING CLAIMS BASED ON GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE WEBSITE (INCLUDING ITS MODIFICATION OR TERMINATION) OR THESE TERMS OF USE, WHETHER OR NOT



YLL MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

IN ADDITION, EXCLUDING CLAIMS BASED ON GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, YOU AGREE THAT IN NO EVENT WILL YLL'S CUMULATIVE LIABILITY TO YOU FOR DIRECT DAMAGES OF ANY KIND OR NATURE EXCEED ANY FEES PAID, IF ANY.

### **Indemnification**

You agree to defend, indemnify and hold harmless YLL and its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, licensors and distributors from and against all damages, losses, liabilities, claims, and costs (including, but not limited to, reasonable attorneys' fees and costs including costs to respond to regulatory inquiries, actions or subpoenas) related to all third party claims, charges, and investigations, arising from, relating to, or caused by (a) your use of the Website, (b) your failure to comply with these Terms of Use, including, without limitation, your submission or use of Content in violation of third party rights or applicable laws, rules or regulations.

## **XVII. DISPUTE RESOLUTION**

### **Governing Law**

These Terms of Use shall be governed, construed, and enforced in accordance with the laws of Jamaica.

In the event a dispute arises between Parties, we undertake to use best efforts and good faith to try and resolve any differences or dispute that may arise from the operation of these Terms of Use.

### **(A) Mediation**

The Parties hereby agree that prior to submitting such dispute to the Courts they will make good faith attempts to determine whether assisted mediation by a qualified mediator independent of both Parties could resolve the dispute, and if so, to proceed in good faith to carry out such mediation. If the Parties have attempted such mediation, or either party has reasonably determined that such mediation is not likely to result in any successful resolution of the matter, nothing contained herein shall restrict such Party from seeking assistance from the Court and if any mandatory mediation process is thereupon required, both Parties agree to work together to obtain any exemptions as may be necessary from such mandatory process or to do such other act as may be reasonably necessary to ensure that the matter is heard and determined as quickly as possible.



## **(B) Arbitration**

In the event that the Parties agree to refer the differences or disputes to arbitration, it shall be before a single arbitrator in accordance with the Arbitration Act of Jamaica. The Arbitrator shall be appointed jointly by both parties, but if Parties cannot agree on a single arbitrator, the appointment shall be made by the President for the time being of the Jamaican Bar Association.

## **Notices**

YLL may give notice to You by means of a general notice on the Website, by electronic mail to your e-mail address in our records, or by written communication sent by mail/courier to your address on record.

All notices given by you, whether or not required under these Terms of Use, shall be via email.

## **Waiver**

The failure of YLL to partially or fully exercise any rights of these Terms of Use, or the waiver of YLL of any breach of these Terms of Use by You, shall not prevent a subsequent exercise of such rights by YLL or be deemed a waiver by YLL of any subsequent breach by You of the same or any other condition of these Terms of Use. The rights and remedies of YLL under these Terms of Use, its policies, and any other applicable agreement between the Parties shall be cumulative, and the exercise of any such right or remedy shall not limit YLL's right to exercise any other right or remedy.

## **Severability**

If any provision of this Terms of Use is declared or found to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions shall remain fully enforceable.

## **Headings**

Headings in these Terms of Use are for convenience of reference only and shall not affect the interpretation or construction of these Terms of Use.

## **Third Party Beneficiaries**

These Terms of Use do not create third party beneficiary rights enforceable by third parties.

## **Entire Agreement**

These Terms of Use, and the policies incorporated herein, are the entire agreement between You and YLL. These Terms of Use supersede any and all prior or contemporaneous agreements between You and YLL relating to your use of the Website.



## **XVIII. CONTACT US**

If You have any questions about this Terms of Use or the practices of the Website, please contact us via email at [tipsyturtles\\_by@yaadlabs.io](mailto:tipsyturtles_by@yaadlabs.io) or by WHATSAPP ONLY (876) 301-0013.