

# CYNDICATE

## Terms of Use

Last Updated: April 29th, 2024

This is an agreement between CYNDICATE (“CYNDICATE”, “we”, “us”, “our”) and you (together with Cyndicate.io, the “Parties” and each a “Party”). By using Cyndicate.io website (Website) and any services available within the Website (collectively the “Services”), you agree that you have read, understood, and accept all of the terms and conditions contained herein (the “Terms”).

You may contact CYNDICATE via email at [Contact@Cyndicate.io](mailto:Contact@Cyndicate.io).

We offer a wide range of Services, and additional terms may apply. When you use CYNDICATE service, you will also be subject to the guidelines, terms, and agreements applicable to that particular service (the “Service Terms”). If these Terms are inconsistent with the Service Terms, the Service Terms will control.

### DISCLAIMER:

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY MAY IMPACT YOUR RIGHTS AND LIABILITIES, AND THEY SPECIFICALLY ALLOW FOR US TO ENGAGE IN ARBITRATION TO SETTLE DISPUTES AND ADDRESS CIRCUMSTANCES IN WHICH YOU WAIVE YOUR RIGHT TO A TRIAL BY A JURY AND PARTICIPATION IN A CLASS ACTION LAWSUIT.

### Eligibility

You represent and warrant that you:

- (a) Are of legal age to bind by these terms under the legislation of your country;
- (b) Previously have not been suspended or deleted from using our Service;
- (c) Will only use the Service for your own personal use, and not on the behalf or for the benefit of any third party, and only in a manner that complies with all laws that apply to you;
- (d) You are not a citizen, resident, or member of any jurisdiction or group where use of the Service is prohibited by applicable laws or regulations. If permits or licenses are required for you to use the Service you shall first obtain those prior to such use. We are not responsible for your using the Service in a way that violates law or regulations.

**Modification.** We may change the terms of this Agreement at any time. Any such changes shall take effect when posted on the Site, or when you use the Services. Read the Terms carefully on each occasion you use the Services. Your continued use of the Services shall signify your acceptance to be bound by the current Terms.

### Accessing the Services

**Limited License.** We grant you a limited, non-exclusive, non-transferable license to access and use the Services and the Site solely in accordance with the terms of this.

**Credentials.** You must keep secret all credentials associated with the Services. You are solely responsible for managing and maintaining the security of any information relating to such credentials and agree that CYNDICATE shall not be held responsible (and you shall not hold us responsible) for any unauthorized access to the Services or any result harm you may suffer as a result of your failure to adhere to this section.

Compliance. Your access to one or more Services may be contingent upon creating a user account and satisfying our onboarding processes as well as our Compliance Program. “Compliance Program” means the requirements set by CYNDICATE for collecting, verifying, recording and reporting information about you, upon first accessing certain Services and on an ongoing basis, whether for our business risk-management purposes or to comply with legal requirements applicable to us. The information we request may include, without limitation, personally identifiable information such as network address, name, email, geographical region, date of birth, taxpayer identification or social security number, official government-issued photo identification or any other information we may reasonably deem helpful in satisfying our risk management or legal obligations. All collection and processing of such personally identifiable information is subject to our [Privacy Policy](#). In providing this information to us you represent that it is accurate and agree to update your information promptly, but in no event later than 14 days following any change in information. Failure to provide information or update your user account promptly may result in Services unavailable to you.

Communications. Any and all communications from CYNDICATE may be provided to you via electronic mail at the address you provided when accessing the Services. CYNDICATE shall not be responsible for any harm you may suffer as a result of your failure to receive any notice provided to you in connection with the Terms or your use of Services so long as such notice is provided to such email address.

Termination. We may close, terminate, enable, or disable any or all of the Services or your access to the Services at any time and for any reason.

### **Risks of Digital Assets**

Please note that all transactions involving digital currency involve substantial risks. You should therefore carefully consider whether using our Service is suitable for you in light of your financial decision. In considering whether to hold digital assets, you should be aware that the value of the digital asset can change rapidly, decrease, and potentially even fall to zero. Past performance is not an indicator of future performance. You acknowledge that we are not responsible for any loss of your digital asset, resulting from theft, loss, or mishandling of private keys outside our control.

We are not responsible for any digital asset market, and we make no representations or warranties concerning the real or perceived value of digital assets as denominated in any quoted currency.

### **Acceptable Use.**

You agree to use the Service in accordance with the applicable law and regulations and in accordance with these Terms. You are solely responsible for your conduct while using the Service. You must not:

1. Copy, reproduce, modify, distribute, duplicate, sell, resell, license, publicly display or disclose the Service without our prior consent.
2. Share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from the Service.
3. Use of the Service, directly or indirectly, in any manner that could cause the Service so used to:
  - (i) be a substitute for the Service by a third party;
  - (ii) affect our ability to realize revenue in connection with the Service, or
  - (iii) compete with our business.
4. Store or use data or content in an archival file site, database or other searchable repository except as expressly permitted by this agreement or in an applicable order form.

5. Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Service or to extract data.
6. Use or attempt to use another user's account without authorization.
7. Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Service that you are not authorized to access.
8. Introduce to the Service any virus, trojan worms, logic bombs, or other harmful material or otherwise hack the Service.
9. Develop any third-party applications that interact with the Service without our prior written consent.
10. Provide any without limitation paid, monetized, or compensated otherwise services to any third-party using the Service or information obtained in any manner from the Service.

We reserve the right to solely and independently determine whether a use of the Service is in violation of these Terms of fails to constitute acceptable use.

### **Third-Party Services and Content.**

The Service may contain links to third-party websites or services that are not owned or controlled by us ("Third Party Content"). Your use of all links to third-party websites is at your own risk. We do not control over or make no representation regarding third-party websites.

We have no control over, endorse or adopt any Third Party Content and assume no responsibility for the Third Party Content, including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. We also have no responsibility for Third Party privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or Service available on or through any such websites or service.

### **Intellectual Property Rights**

We retain all rights, including all copyright and other intellectual property rights, in all content and other materials contained on our website or provided in connection with the Service.

Subject to these Terms, and your compliance with these Terms, we hereby grant you a limited, revocable, personal, non-exclusive, non-sublicensable, and non-transferrable license to use the Service exclusively for your personal use. You agree not to use the Service for any commercial or entrepreneurial purposes.

Despite the foregoing license, you have no other rights to the Service and may not edit, copy, modify, distribute, publish, display, perform, license, sell, rent, lease, loan, create derivate works, reverse engineer, or in any way exploit the Service in any manner.

### **Disclaimer**

Disclaimer of the legal commitments

It is implied, understood, and entirely accepted, that our Service shall not constitute expert, professional, legal, or financial statement, advice, or opinion. We declare that we do not intended to provide you via Service with any legal, financial, or similar service, or work.

Disclaimer of risks associated with the Service

We disclaim and waive any and all liability and risks without exclusion whatsoever that may arise in connection with the final decision and choice you make in connection to the Service regardless of the period when such choice or decision was made. You understand and accept that exploitation of Service by its nature bears industry-specific risks and losses or damages might occur.

IN ADDITION YOU REPRESENT AND WARRANT THAT YOU UNDERSTAND AND ARE WILLING TO ACCEPT THE RISKS ASSOCIATED WITH THE SERVICE.

### **Disclaims of any commercial proposals**

Nothing in our Service shall constitute or be considered or construed as an offering or proposal of engagement into business arrangements, proposal, or advice, strong recommendation for purchase or sale of any token or currency.

### **Disclaimer of the warranties of Service Operation**

To the maximum extent permitted under applicable law, the Service is provided on an “as is” and “as available” basis. We expressly disclaim all warranties of any kind, whether expressed or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement as to the Service, including the information, content, and materials contained therein.

In addition, we shall not be liable with respect to Services provision, or any Subject matter for any:

- Error and interruption of use, loss or inaccuracy of data, purchase of substitute goods and services, loss of business;
- Indirect, incidental, special, or consequential damages even if you have been advised of the possibility of such damages;
- Hardware failure or data loss, corrupted files, incorrectly constructed transactions, viruses, third-party attacks, or any other unauthorized third-party activities;
- Force majeure events – any events beyond our reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, fire, war, insurrection, riot, labor dispute, accident, action of government, etc.;
- Influence, affection or interference or impact by our Service on the third-party applications or systems, software, or hardware installed by you on your computer or other equipment;
- In cases when the Service can be subjected or being a subject of influence, affection or interference by the third-party applications or systems, software and hardware installed by you on your computer or other equipment.

### **Indemnification by You**

You agree to fully and completely defend, indemnify, and hold harmless CYNDICATE, our shareholders, directors, employees, subcontractors, consultants, and/or our affiliated or associated parties from any and all direct or indirect liabilities, claims (including, but not limited to, claims for injunctive relief), damages, losses, liens, causes of action, suits, civil, criminal, statutory, or administrative actions or proceedings, fines, taxes, assessments, penalties, judgements, and/or other expenses of any kind, nature or description whatsoever (including, but not limited to, our attorney’s fees and expenses and costs of investigation) resulting from or related to your use or misuse of this Service, whether or not such use or misuse is negligent, willful, criminal, or otherwise results in a claim or prospective claim by any third party howsoever aggrieved. Without limiting the generality of the foregoing, you hereby indemnify and hold harmless CYNDICATE from liabilities for or relating to the your use or misuse of the Service to commit fraud or mischief, or to engage or attempt to engage in

fraudulent or legally mischievous acts, including hacking, phishing (or similar illegal or unethical acts). This indemnification includes for liability or claims for personal injury, bodily injury, emotional stress, real and/or personal property damage, and economic loss resulting from any action or inaction by you.

### **Limitation of liability**

General limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE (OR OUR AFFILIATES) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY PERSONAL AND HEALTH LOSS, LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, SERVICE, THE WEBSITE OR OTHER SERVICE, CONTENT OR INFORMATION ACCESSED VIA THE WEBSITE OR ANY HYPERLINKED WEBSITE, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE WEBSITE, OR THE SERVICE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITES OR SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU OR APPLY ONLY IN THE MINIMUM REQUIRED DAMAGES AMOUNT OR 100.00 USD WHICH IS LESS.

### **Waiver of Class Action; Arbitration Agreement**

YOU AGREE THAT BY ENTERING INTO THESE TERMS OF USE, IN PARTICULAR THE AGREEMENT TO ARBITRATE, YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT YOU MAY BRING CLAIMS AGAINST CYNDICATE ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION OR OTHER ACTION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

CYNDICATE AND YOU MUTUALLY AGREE THAT ANY DISPUTES ARISING FROM YOUR USE OF THE WEBSITE OR ANY CONTENT OR MATERIALS THEREON, OR THESE TERMS (INCLUDING OUR PRIVACY POLICY), INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) APPLYING OHIO LAW, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES. Within ten (10) calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five (5) years’ experience in that capacity and who has knowledge of and experience with the subject matter of the dispute. If the parties do not agree on an arbitrator within ten (10) calendar days, a party may petition the AAA to appoint an arbitrator, who must satisfy the same experience requirement. In the event of a dispute, the arbitrator shall decide the enforceability and interpretation of this arbitration agreement in accordance with the Federal Arbitration Act (“FAA”). The parties also agree that the AAA’s rules governing Emergency Measures of Protection shall apply in lieu of seeking emergency injunctive relief from a court. The decision of the arbitrator shall be final and binding, and no party shall have rights of appeal, except for those provided in section 10 of the FAA. Each party shall bear its share of the fees paid for the arbitrator and the administration of the

arbitration. The parties agree that the arbitrator shall not have the authority to award attorneys' fees, unless otherwise expressly authorized by statute or contract. The arbitrator shall have no authority to award punitive damages, and each party hereby waives any right to seek or recover punitive damages with respect to any dispute resolved by arbitration. THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THESE TERMS OF USE DO NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. For the avoidance of doubt, this section shall be construed as a written agreement to arbitrate a dispute of any kind between you and Company that may arise through the use of this Website, and you hereby agree with us that this paragraph satisfies any writing or consent requirement of the FAA. Any and all arbitration proceedings and hearings shall be conducted in Sweetwater County, Wyoming. Except as required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. If for any reason a dispute proceeds in a federal or state court rather than in arbitration, the parties hereby waive any right to a jury trial.

## **Miscellaneous**

### Maintenance

We may temporarily suspend the Service from time to time for maintenance, support or technical review of the Service. We do not warrant any particular level of Service availability.

### Termination

We may terminate or suspend access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

### Waiver

No waiver by us of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

### Entire Agreement

The Terms and our Privacy Policy constitute the sole and entire agreement between you and CYNDICATE regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

### Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to notify you prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. These Terms are effective as of the "Last Updated" date provided herein.

By continuing to access or use the Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

### Governing law and jurisdiction

These Terms shall be governed and construed in accordance with the laws of Wyoming, without regard to its conflict of law provisions.

You irrevocably agree that the Wyoming state courts shall have exclusive jurisdiction to hear and decide any suit, action, or proceedings or settle any dispute arising out of or in connection with the Service.

Contact us

If you have any questions about these Terms, please contact us via email: [contact@cyndicate.io](mailto:contact@cyndicate.io).