

SYNONYM

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

These Terms of Use (these "**Terms**") is entered into by and between Synonym Labs Corp. (the "**Company**") and you, and is made effective as of the date of your use of the website at [*] (the "**Site**") or the date of electronic acceptance thereof. These Terms set forth the general terms and conditions of your use of the Site (individually and collectively, the "**Services**"). Additional Terms and Conditions, Service Terms, policies or rules (the "**Service Terms**") may be published on the Site, which would govern the terms of the provision of certain specific services (including without limitation the "Synonym" platform/protocol or certain digital asset related services) provided via the Site, which additional terms shall be in addition to (and not in *lieu of*) these Terms. In the event of a conflict between the provisions of the Service Terms and the provisions of these Terms, the provisions of the applicable Service Terms shall control.

The terms "we", "us" or "our" shall refer to the Company. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who has accepted these Terms and/or uses the Site or Services thereon.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE. THESE TERMS GOVERN YOUR USE OF THE SITE; WE ARE ONLY WILLING TO MAKE THE SITE AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS. BY USING THE SITE, OR ANY PART OF THEM, OR BY CLICKING "I ACCEPT" BELOW OR INDICATING YOUR ACCEPTANCE IN AN ADJOINING BOX, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY'S BEHALF, IN WHICH CASE "YOU" WILL MEAN THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT ALL OF THESE TERMS, THEN WE ARE UNWILLING TO MAKE THE SITE AVAILABLE TO YOU. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SITE.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes to the Terms from time to time. We will alert you of any changes by updating the "Last Updated" date of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Site after the date such revised Terms are posted. Nothing in these Terms shall be deemed to confer any third party rights or benefits.

2. MODIFICATION OF TERMS, SITE OR SERVICES

The Company may, in its sole and absolute discretion, change or modify these Terms, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. In addition, the Company may terminate your use of Services for any violation or breach of any of these Terms by you. The Company reserves the right to modify, change, or discontinue any aspect of this Site or the Services for the same at any time, including without limitation imposition of charges or account creation requirements.

3. ELIGIBILITY; AUTHORITY

This Site and the Services are available only to individuals or entities ("**Users**") who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (a) at least eighteen (18) years of age, (b) otherwise recognised as being able to form legally binding contracts under applicable law, or (c) are not a person barred from purchasing or receiving the Services found under the laws of British Virgin Islands or other applicable jurisdiction.

If you are entering into these Terms on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in these Terms, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. The Company shall not be liable for any loss or damage resulting from the Company's reliance on any instruction, notice, document or communication reasonably believed by the Company to be genuine and originating from an authorised representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, the Company reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of these Terms for transactions entered into by anyone acting as your agent, whether or not authorised by you.

4. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

- (a) Your use of this Site and the Services, including any content you submit, will comply with these Terms, any applicable Service Terms or policy that may apply to your Services and all applicable local, state, national and international laws, rules and regulations.
- (b) You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined herein) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.
- (c) You will not use this Site or the Services in a manner (as determined by the Company in its sole and absolute discretion) that: (i) is illegal, or promotes or encourages illegal activity; (ii) promotes, encourages or engages in the

exploitation of children, or any activity related to the proliferation of child sexual abuse material; (iii) promotes, encourages or engages in terrorism, violence against people, animals, or property; (iv) promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking; (v) promotes, encourages or engages in the sale or distribution of controlled substances or prescription medication without a valid prescription; (vi) promotes or facilitates prostitution and/or sex trafficking; (vii) infringes on the intellectual property rights of another User or any other person or entity; (viii) violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity; (ix) interferes with the operation of this Site or the Services found at this Site; (x) contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or (xi) contains false or deceptive language, or unsubstantiated or comparative claims, regarding the Company or its services.

- (d) You will not perform any false, abusive or fraudulent activity. You will not perform any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- (e) You will not copy or distribute in any medium any part of this Site or the Services, except where expressly authorised by the Company.
- (f) You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
- (g) You will not access Company Content (as defined below) or User Content through any technology or means other than through this Site itself, or as the Company may designate.
- (h) You agree to back-up all of your User Content so that you can access and use it when needed. The Company does not warrant that it backs-up any User Content, and you agree to accept as a risk the loss of any and all of your User Content.
- (i) You will not re-sell or provide the Services for a commercial purpose, including any of the Company's related technologies, without the Company's express prior written consent.
- (j) You will not circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any Company Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the Company Content or the User Content therein.
- (k) You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.
- (l) Without limiting any of the rights set forth elsewhere in these Terms, the Company expressly reserves the right to deny, cancel, terminate, suspend, or limit future access to this Site or any Services to any User (i) which breaches these Terms or any other Terms and Conditions, Service Terms, policies or rules may be published on the Site, or (ii) who otherwise engages or has engaged in inappropriate or unlawful activity while utilising the Site

or Services (as determined by the Company in its sole and absolute discretion).

5. PROTECTION OF YOUR DATA

The Company may involve the collection and processing of personal data about you during the course of your use of this Site. The Privacy Policy available at <https://synonym.finance/pdf/privacy-policy.pdf> is hereby incorporated by reference and applicable to your usage of the Site and the Services.

6. USER CONTENT

Some of the features of this Site or the Services may allow Users to view, post, publish, share, store, or manage:

- (a) ideas, opinions, recommendations, or advice via forum posts, content submitted in connection with a contest, product reviews or recommendations, or photos to be incorporated into a social media event or activity ("**User Submissions**"); or
- (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "**User Content**").

All content submitted to the Site is considered User Content. By posting or publishing User Content to this Site or to or via the Services, you represent and warrant to the Company that (i) you have all necessary rights to distribute User Content via this Site or via the Services, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) the User Content does not violate the rights of any third party. You shall be solely responsible for any and all of your User Content or User Content that is submitted to the Site, and the consequences of, and requirements for, distributing it.

You acknowledge and agree that your User Submissions are entirely voluntary, do not establish a confidential relationship or obligate the Company to treat your User Submissions as confidential or secret, that the Company has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions, and that the Company may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

The Company shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

By posting or publishing User Content to this Site or through the Services, you authorise the Company to use the intellectual property and other proprietary

rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and these Terms. You hereby grant the Company a worldwide, non-exclusive, royalty-free, irrevocable, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site, the Services and the Company's (and its affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under these Terms. You further understand and agree that the Company may retain server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable.

7. AVAILABILITY OF WEBSITE/SERVICES

You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

8. MONITORING OF CONTENT

The Company generally does not pre-screen User Content. However, the Company reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with these Terms. The Company may remove any item of User Content and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of these Terms, or for otherwise violating these Terms (as determined by the Company in its sole and absolute discretion), at any time and without prior notice. If the Company terminates your access to this Site or the Services found at this Site, the Company may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

9. ADDITIONAL RESERVATION OF RIGHTS

The Company expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to the Site or the Services for any reason (as determined by the Company in its sole and absolute discretion), including but not limited to the following:

- (a) to protect the integrity and stability of the Site;
- (b) to correct mistakes made by the Company in offering or delivering any Services;
- (c) to assist with our fraud and abuse detection and prevention efforts;
- (d) to comply with court orders against you, or any applicable local, state, national and international laws, rules and regulations;
- (e) to comply with requests of law enforcement, including subpoena requests;
- (f) to comply with any dispute resolution process;
- (g) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit;
- (h) to avoid any civil or criminal liability on the part of the Company, its officers, directors, employees and agents, as well as the Company's affiliates, including, but not limited to, instances where you have sued or threatened to sue the Company; or
- (i) to respond to issues which could result in damage to the Company's business, operations, reputation or shareholders.

The Company expressly reserves the right to terminate, without notice to you, your access to the Site and all Services thereon where, in the Company's sole discretion, you are harassing or threatening the Company and/or any of its employees.

Except for User Content, the content on this Site and otherwise relating to the Services, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("**Company Content**"), are owned by or licensed to the Company, and are subject to copyright, trademark, and/or patent protection in British Virgin Islands and all relevant jurisdictions, and other intellectual property rights under the laws of British Virgin Islands and all relevant jurisdictions. Company Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of the Company. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by these Terms. The Company reserves all rights not expressly granted in and to the Company Content, the Site and the Services; these Terms do not transfer ownership of any of these rights.

10. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES ON THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". THE COMPANY, ITS OFFICERS, DIRECTORS,

EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (A) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (B) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (C) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND THE COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, AND THIRD PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (A) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (B) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (C) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (D) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (E) THIRD PARTY CONDUCT OF ANY NATURE WHATSOEVER, (F) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (G) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (H) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (I) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, (J) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR

EQUITABLE THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (K) ANY AUTO-GENERATED OUTPUTS CREATED USING THE SERVICES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY EXCEED USD200.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

12. INDEMNITY

You agree to protect, defend, indemnify and hold harmless the Company and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by the Company directly or indirectly arising from:

- (a) your use of and access to this Site or the Services found at this Site;
- (b) your violation of any provision of these Terms or the policies or agreements which are incorporated herein; and/or
- (c) your violation of any third party right, including without limitation any intellectual property or other proprietary right.

The indemnification obligations under this Paragraph shall survive any termination or expiration of these Terms or your use of this Site or the Services found at this Site.

13. COMPLIANCE WITH LOCAL LAWS

The Company makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

14. DISPUTE RESOLUTION; ARBITRATION

Please read this Paragraph 14 carefully. It requires you to arbitrate disputes with the Company, and limits the manner in which you can seek relief from the Company.

All disputes arising out of or in connection with these Terms (including without limitation the enforceability of this Paragraph 14 or any question regarding its existence, validity or termination, your access or use of the Site or the Services shall be referred to and finally resolved by arbitration administered

in accordance with the BVI IAC Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this Paragraph 14. The place of arbitration shall be Road Town, Tortola, British Virgin Islands, unless the Parties agree otherwise. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. Each Party irrevocably submits to the jurisdiction and venue of such tribunal.

WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THE SITE OR THE SERVICES: (A) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (B) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

15. SUCCESSORS AND ASSIGNS

These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

16. NO THIRD-PARTY BENEFICIARIES

Nothing in these Terms shall be deemed to confer any third-party rights or benefits.

17. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of these Terms are for convenience and ease of reference only and shall not be utilised in any way to construe or interpret these Terms as otherwise set forth herein. Each covenant and agreement in these Terms shall be construed for all purposes to be a separate and independent covenant or agreement.

If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

18. ENGLISH LANGUAGE CONTROLS

These Terms, along with all Service Terms identified above and incorporated herein by reference, are executed in the English language. To the extent any translation is provided to you, it is provided for convenience purposes only, and in the event of any conflict between the English and translated version, where permitted by law, the English version will control and prevail. Where the translated version is required to be provided to you and is to be considered binding by law:

- (a) both language versions shall have equal validity;
- (b) each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects; and
- (c) in the event of any discrepancy between these two versions, the translated version may prevail, provided that the intent of the Parties has been fully taken into consideration.

19. CONTACT INFORMATION

If you have any questions about these Terms, please contact us by email at the following e-mail address: hello@synonym.finance

Last Updated: 07/20/2023