SYNAPSE

Terms of Service & Privacy Policy

Last updated February 27, 2023

DEFINITIONS

- ■ Agreement, Contract

  - ○ This document.

- ■ Software, Product

  - ○ The software titled *Synapse X.*

- ■ Official Website, "the website"

  - ○ The website located at "https://x.synapse.to"

- ■ Service Provider, "We"

  - ○ Synapse Softworks LLC, the developers of Synapse X.

- ■ License, Whitelist

  - ○ An authorization issued by the Service Provider that allows the user to use the software.

- ■ Staff, Personnel

  - ○ Individuals entrusted with the responsibility to enforce the Agreement, and/or are under the employ of Synapse Softworks LLC.

- ■ Access fee

  - ○ The amount of money paid by the client to access the software.

- ■ Community Terms

  - ○ The collection of rules, guidelines and regulations concerning our partnered communities, such as the "Discord" server.

- ■ Blacklist

  - ○ The revocation of a license. A partial blacklist only revokes a user's license, allowing him to pay the access fee again and regain access to the software. A complete blacklist permanently bars the user from interacting with the software regardless of their payment of any access fee(s).

I. LICENSING

(1)   The client's acquisition and utilization of the Software shall serve as conclusive evidence of their agreement to the terms and conditions set forth in this agreement. To continue using, or start using, the Software, the client agrees to comply with the provisions of this Agreement.

(2)   **YOUR ACCESS TO OR USE OF THE SOFTWARE GOVERNED BY THE THEN-CURRENT AGREEMENT.** We may modify the Agreement, and such changes will be effective thirty (30) days following either notification to you or our posting of the changes on the official website. Your continued access or use of the software after we post changes to the agreement will be deemed acceptance of the Agreement as modified. We encourage you to regularly review the Agreement to ensure you become aware of any changes from time to time.

(3)   The client represents and warrants that they have attained the age of majority in their jurisdiction, are at least eighteen (18) years of age, and have the legal capacity to enter into a binding agreement, in order to purchase the software and pay the access fees. The client agrees to use the software in a responsible and appropriate manner, as any misuse of the software may result in unintended consequences.

    (1)   The client consents to use the software in accordance with U.S. laws, to the maximum extent permissible under applicable law, if they reside outside of the United States (including its territories and possessions).

    (2)   By using the software, the client represents and warrants that (i) he is not located in a country that is subject to a U.S. government embargo (e.g., Crimea, Cuba, Iran, North Korea or Syria); and (ii) your access and use of software will comply with the United States export control and economic sanctions requirements.

(4)   The client shall be subject to two separate licensing options: the Permanent License option and the Subscription License option. The Permanent License option grants the client perpetual and unrestricted access to the Software, whereas the Subscription License option grants the client a limited and time-bound access to the Software.

(5)   The determination of whether the client is subject to the Permanent License option or the Subscription License option shall be at the sole discretion of Synapse Softworks LLC. Synapse Softworks LLC reserves the right to modify the client's licensing option, without prior notice, and for any reason deemed necessary by Synapse Softworks LLC.

(6)   In the event that the client is subject to the Permanent License option, no additional fees shall be owed by the client to Synapse Softworks LLC for the use of the Software until he becomes subject to the Subscription License option.

(7)   In the event that the client is subject to the Subscription License option, a recurring fee shall be incurred for the use of the Software, the amount of which shall be set by Synapse Softworks

LLC. The client may be offered the opportunity to modify the payment schedule related to the fee, however, such modifications shall be subject to the sole discretion of Synapse Softworks LLC, which reserves the right to alter, modify, or terminate the payment schedule at any time, for any reason deemed necessary.

(8)   When subject to the Subscription License option, the client may elect to participate in the automatic payment program. By doing so, the client agrees to be held liable for all recurring charges until the client terminates the subscription or the client's licensing is converted to the Permanent License option.

(9)   The client agrees that the initial period for which payment is made shall serve as the establishment of a recurring payment cycle in the event that the client is subject to the Subscription License option. For example, if the client pays for a 90-day licensing period, this shall initiate a recurring payment cycle in which Synapse Softworks LLC shall automatically process the client's usage fee on a 90-day interval.

(10)   The client may choose to temporarily suspend the recurring payment cycle through the utilization of a freeze option offered by Synapse Softworks LLC or its partners. The client acknowledges that access to the Software shall be disabled during the period of suspension, and may only be re-enabled upon the client's decision to restart the payment cycle. The client further acknowledges that the freeze and restart options may be subject to a cooling-off period established by Synapse Softworks LLC or its partners, during which the client's ability to freeze and/or restart the payment cycle may be restricted.

(11)   The client acknowledges that utilization of cryptocurrency as a means of payment for subscription access fees precludes the establishment of a recurring payment cycle.

(12)   The client acknowledges that all access fees shall be considered as irrevocably paid, unless Synapse Softworks LLC, its personnel and/or its partners, at their sole discretion, determine that a refund is appropriate due to exceptional circumstances. The terms of this contract shall not infringe upon any refund or exchange rights granted to you under applicable local laws.

(13)   The client agrees to abide by any and all directives and instructions issued by personnel of Synapse Softworks LLC in the course of an investigation conducted by Synapse Softworks LLC. The client's non-compliance with such directives or instructions may result in the suspension or termination of the client's access to the Software.

(14)   Any breach of the provisions contained within this contract may result in the client being blacklisted, unless the staff, in their sole discretion, determine that extenuating circumstances warrant leniency.

(15)   The staff reserve the right to blacklist any client at any time, without prior notice or warning, provided that such action is justified by a breach of the Terms of Service or any other provision

contained within this contract. While staff shall make reasonable efforts to provide justification for any blacklisting decision, such justification shall not be deemed an obligation or requirement for the exercise of their rights under this contract.

(1) In the event that a client is blacklisted by the staff, the staff member issuing the blacklist shall provide the client with the reason for the blacklist within twelve hours of the blacklist being issued, unless the reason for the blacklist has already been automatically sent to the client through the email system. Any such reason for blacklisting shall be promptly documented internally.

(2) Any offenses committed by a client in violation of the Community Terms shall not be considered grounds for blacklisting unless such offenses are also expressly prohibited by the provisions of this Agreement.

(3) In the event that a client believes that a blacklist issued against them is unfair, incorrect, biased, or was issued without the provision of a timely and appropriate reason, the client shall have the right to appeal the decision to staff. The staff shall review the appeal and make a determination as to the validity of the client's concerns, and may, in their sole discretion, reverse the blacklist if they determine that the client's concerns are justified.

(16) The client may choose to remit another access fee following the imposition of a partial blacklist in order to regain access to the Software. In such circumstances, the client acknowledges the Synapse Softworks LLC staff shall enforce a strict policy against any subsequent offenses and reserve the right to reinstate a blacklist against the client at their discretion.

(17) The license granted to the client for the use of the Software shall be for the client's exclusive use and shall not be assigned, loaned to, or shared with any third party without the express written consent of Synapse Softworks LLC.

(18) The client agrees not to commercially exploit the account registered for use with the Software through resale or other means except with the express written consent of Synapse Softworks LLC.

(19) The client acknowledges that Synapse Softworks LLC reserves the right to unilaterally suspend the client's license and/or recurring payment cycle, without prior notice and without entitlement to a refund.

(20) The client acknowledges that the Subscription License option is only available in version 3.0 and subsequent versions of the Software and that access to the Permanent License option may not be guaranteed for such versions. The client understands that the Subscription License option may be the only available licensing option while utilizing version 3 or higher of the Software.

(21) The client acknowledges and agrees that Synapse Softworks LLC may alter the structure of

licensing options at any time, for any reason, even if the client is currently subject to such options. If the client is dissatisfied with any changes, they may choose to discontinue their use of the Software. The client further waives any and all rights to contest or dispute Synapse Softworks LLC's decision to modify existing licensing models.

(22)   The client shall be obligated to furnish Synapse Softworks LLC or its partners with updated payment information, such as a valid debit card, credit card, or banking information, in the event that the client's current payment method expires or becomes invalid, prior to the end of the client's payment cycle.

(23)   The client may be eligible to receive preferential access fees, credits, or discounts from Synapse Softworks LLC in the event that they obtained the Software prior to the release of version 3.0 of the Software. The client agrees not to commercially exploit these benefits by reselling or otherwise providing access to any third party. Access to these benefits is contingent and subject to change or revocation at any time by Synapse Softworks LLC.

(24)   The client acknowledges that any representations, advertisements, or promises made by Synapse Softworks LLC regarding "lifetime" licensing shall not be construed as and have never constituted a guarantee of perpetual access to the Software. The client understands that the term "lifetime" as used in such publications only referred to Synapse Softworks LLC's commitment to maintain the Software for as long as economically and physically feasible, and did not in any way guarantee permanent access. The client hereby waives any and all claims or rights it may have believed to possess based on any such representations, advertisements, or promises made by Synapse Softworks LLC.

(25)   The client acknowledges and consents to Synapse Softworks LLC adjusting the access fee as deemed necessary for the maintenance and/or viability of the Software. The client further agrees that Synapse Softworks LLC is not required to provide any explanation or justification for such adjustments, except as may be mandated by law. The client hereby waives any and all rights to demand such explanation or justification.

(26)   The client acknowledges that the Software may experience periodic interruptions due to factors beyond the control of Synapse Softworks LLC. During such downtime, the client remains bound by their financial obligations to Synapse Softworks LLC, including adherence to the payment cycle. The client hereby waives any rights to a refund or other compensation for such interruptions.

(27)   The client acknowledges and consents to Synapse Softworks LLC's right to access any information provided by the client as needed to conduct investigations. The client further acknowledges and agrees that such access shall be performed in compliance with all relevant laws and regulations, and that Synapse Softworks LLC shall preserve the confidentiality of any personal information accessed in accordance with its privacy policy.

II. CONTEXT

(1)   The provisions of this section and all previous sections that are intended to survive the termination or cancellation of this Agreement shall remain in full force and effect, notwithstanding the expiration or termination of this Agreement for any reason. These provisions shall continue to bind the client and Synapse Softworks LLC, and to govern their respective rights and obligations, even after the termination or cancellation of this Agreement.

(2)   To the extent permitted by applicable law, Synapse Softworks LLC may assign, subcontract, or sublicense its rights and obligations under this Agreement, in whole or in part, at any time without notice to the client. The client shall not have any right to object to any such assignment, subcontracting, or sublicensing, and shall remain bound by the terms of this Agreement in relation to any such third parties. This provision shall survive the termination or cancellation of this Agreement.

(3)   The client shall not assign this Agreement or transfer any rights to use the software, in whole or in part, without the prior written consent of Synapse Softworks LLC. Any attempt by the client to assign or transfer any such rights without such consent shall be void and of no effect. This provision shall survive the termination or cancellation of this Agreement.

(4)   This Agreement constitutes the entire agreement between the client and Synapse Softworks LLC regarding the client's use of the software, and supersedes all prior agreements, communications, and understandings, whether oral or written, between the parties. This Agreement may not be amended or modified by the client, except in writing signed by both parties. The terms of this Agreement shall prevail over any conflicting or additional terms contained in any other documents or communications, including, but not limited to, any purchase orders or other transactional documents submitted by the client. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. This provision shall survive the termination or cancellation of this Agreement.

(5)   In entering into this Agreement, the client has not relied on any statement, representation, warranty, understanding, undertaking, promise, or assurance other than as expressly set forth in this Agreement. The client acknowledges that they have not been induced to enter into this Agreement by any statement, representation, warranty, understanding, undertaking, promise, or assurance not contained in this Agreement. This provision shall survive the termination or cancellation of this Agreement.

(6)   This Agreement is intended solely for the benefit of the parties to this Agreement, and shall not be deemed to create any rights or obligations in favor of any third party, except for Synapse Softworks LLC's successors and assigns. The section headings contained in this Agreement are

for reference purposes only and shall have no legal effect. This provision shall survive the termination or cancellation of this Agreement.

III. OWNERSHIP

(1)   The client is prohibited from commercially exploiting any account established with the Software or the website through resale or other means. The client is, however, permitted to purchase license keys from the official website and resell such keys.

(2)   The client is prohibited from engaging in reverse engineering of the Software or inducing or assisting third parties in engaging in reverse engineering of the Software. Inducing or assisting in this context may encompass transmitting the software's files to third parties or providing assistance to a third party in comprehending the internal workings of the software. The client acknowledges that the Software and its underlying technologies constitute trade secrets proprietary to Synapse Softworks LLC and that any unauthorized revelation or utilization of such trade secrets may result in irreparable harm to Synapse Softworks LLC.

(3)   The client is prohibited from using the Software to investigate, examine, or develop processes that may be injurious to users of the Software. Such harm includes, but is not limited to, (i) techniques for detecting the use of the Software; (ii) methods for obstructing the use of the Software; (iii) methods to determine whether a client owns the software.

(4)   The client is prohibited from engaging in activities that may cause harm to other users of the Software. Such activities include, but are not limited to, (i) disseminating "trollware"; (ii) distributing malware; (iii) distributing scripts whose DRM or whitelist has been removed without the author's consent; (iv) distributing scripts that have been deceptively marketed; (v) revealing a user's information without their prior express consent; (vi) intentionally sharing illegal content with other users with the intention of causing legal difficulties for such users.

(5)   The client is prohibited from disclosing a user's ownership of the Software without their express consent, as this may infringe upon the user's right to privacy.

(6)   The client is prohibited from utilizing the Software for any commercial or profit-oriented purpose that has the potential to disincentivize prospective customers from acquiring the product, as determined by Synapse Softworks LLC.

(7)   The client shall not engage in fraudulent activities towards other users or Synapse Softworks LLC. Synapse Softworks LLC reserves the right to take any and all legal measures that may be necessary or appropriate to prevent or rectify any such fraud.

(8)   The client shall not employ any tactics or coercion to obtain a refund through means other than those provided by Synapse Softworks LLC. Synapse Softworks LLC reserves the right to take any and all legal measures that may be necessary or appropriate to prevent or rectify any such

attempts by the client.

(9) The client shall not utilize the Software for any illegal, unjust, malicious, or harmful purpose, or for purposes explicitly prohibited by the terms of this Agreement. If Synapse Softworks LLC becomes aware of such activities, it reserves the right to notify law enforcement and to provide all relevant personal information of the client to law enforcement for further investigation.

(10) The client shall not utilize the Software in a manner that breaches any legal or contractual obligations they have towards third-party software, including, but not limited to, end-user license agreements, Terms of Service, and other licenses. Synapse Softworks LLC shall not be responsible or liable for any damages or losses arising from the client's breach of any such legal obligations, and the client shall indemnify and hold Synapse Softworks LLC harmless from any such damages or losses.

(11) The client is responsible for maintaining the confidentiality and security of their login credentials and any other account information. The client must promptly notify Synapse Softworks LLC in the event of any compromise of their login credentials.

(12) The client is prohibited from making threats or implying harm towards Synapse Softworks LLC, the users of the software, the software itself, or any individuals officially associated with Synapse Softworks LLC or the software. In the event of any such threats or implications, Synapse Softworks LLC reserves the right to notify law enforcement and to provide all relevant personal information of the client to law enforcement for further investigation.

(13) The client is prohibited from utilizing the Software for sexually explicit, drug-related, or any other indecent purposes.

IV. FEEDBACK

(1) Except as expressly provided under this Agreement, Synapse Softworks LLC does not grant the client any license or other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks, or other intellectual property owned or controlled by Synapse Softworks LLC or any related entity, including, but not limited to, any name, trade dress, logo, or equivalents. To the extent permitted by applicable law, Synapse Softworks LLC may assign, subcontract, or sublicense its rights and obligations under this Agreement, in whole or in part, at any time without notice to the client. The client shall not have any right to object to any such assignment, subcontracting, or sublicensing, and shall remain bound by the terms of this Agreement in relation to any such third parties.

(2) If the client provides Synapse Softworks LLC with any feedback, including, but not limited to, ideas for new products, technologies, promotions, product names, product feedback, and product improvements ("Feedback"), the client hereby grants to Synapse Softworks LLC,

without charge, royalty, or other obligation to the client, a perpetual, irrevocable, worldwide, royalty-free, sublicensable, and transferable license to use, make, have made, create derivative works of, share, and commercialize the Feedback in any way and for any purpose. The client agrees that Synapse Softworks LLC shall be free to use, disclose, reproduce, distribute, and exploit any Feedback, without restriction or attribution, and the client waives any and all moral rights that the client may have in or to such Feedback.

(3) The client agrees that they will not provide any Feedback that is subject to a license that would require Synapse Softworks LLC to license its software, technologies, or documentation to any third party as a result of Synapse Softworks LLC's use of such Feedback.

V. ADDITIONAL TERMS

(1) Synapse Softworks LLC and its affiliates hereby disclaim any and all warranties, express or implied, regarding the client's use of the product, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, non-infringement, or arising from a course of dealing or usage of trade. The client's use of the product is at their own risk, and Synapse Softworks LLC and its affiliates shall not be liable for any damages or losses arising from the client's use of the product, whether direct, indirect, incidental, consequential, or otherwise.

(2) Synapse Softworks LLC makes no representations or warranties as to the accuracy or timeliness of the software, and shall not be liable for any errors or omissions contained therein. The client acknowledges and agrees that the software is provided on an "as is" and "as available" basis, and that their use of the software is at their own risk.

(3) It is understood and agreed that nothing in these terms shall be construed as infringing upon any rights granted to you under applicable local laws. The terms of this contract are intended to supplement, and not to replace, any such rights, and any provisions of this contract that may be in conflict with such rights shall be deemed inapplicable to the extent necessary to comply with such laws.

(4) The Agreement, any Supplemental Terms, and the relationship between you and Synapse Softworks LLC shall be governed by the laws of the U.S. and the State of Florida without regard to its conflicts of law provisions. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country in which you reside.

(5) Subject to the arbitration provisions above, and other than small claims actions permitted there, any action or proceeding arising from, relating to or in connection with the Agreement will be brought exclusively in the federal or state courts located in Orange County, Florida, and you irrevocably consent to the personal jurisdiction of such courts and agree that it is a convenient

forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise.

(6)   No failure or delay by us in exercising any right, power or privilege under the Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under the Agreement.

(7)   Unless otherwise expressly provided herein, the invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision, all of which will remain in full force and effect.

(8)   You hereby appoint Synapse Softworks LLC as your agent with full authority to execute any document or take any action we may consider appropriate to confirm the rights granted by you to us in the Agreement.

(9)   The client acknowledges and agrees that computer and telecommunication systems are inherently subject to downtime and other disruptions, and that Synapse Softworks LLC cannot guarantee uninterrupted, timely, secure, or error-free access to the software or the preservation of any content. The client further acknowledges and agrees that Synapse Softworks LLC shall not be responsible or liable for any failure or inability to connect to or transmit through any computer network, and that their use of the software and any such networks is at their own risk.

PRIVACY POLICY

At Synapse Softworks LLC, we are committed to protecting the privacy of our users. This Privacy Policy applies to our official website, and the Product (collectively referred to as "our services" or "we"). It explains what information we collect, how we use it, and the choices you have with respect to your personal information. By using our services, you agree to the collection, use, and sharing of your personal information as described in this Privacy Policy.

We collect information in the following ways:

- Information you provide to us directly: We may collect personal information that you voluntarily provide to us, such as your name, email address, and other contact information.

- Information collected automatically: When you use our services, we may automatically collect information about your device, such as your IP address, browser type, and operating system, as well as information about your usage of our services, such as the pages you visit and the actions you take.

We use the information we collect for the following purposes:

- To provide, maintain, and improve our services: We may use the information we collect to provide, maintain, and improve our services, as well as to develop new features and services.

- To communicate with you: We may use the information we collect to communicate with you about our services and to respond to your inquiries.

- To protect our rights: We may use the information we collect to protect the security and integrity of our services and to enforce our policies.

We may share your personal information with third parties in the following circumstances:

- With your consent: We may share your personal information with third parties if you have given us your consent to do so.

- With service providers: We may share your personal information with service providers who assist us in providing our services, such as hosting providers and payment processors.

- As required by law: We may disclose your personal information if we are required to do so by law, such as in response to a subpoena or court order.

- To protect: We may disclose your personal information if doing so can help protect Synapse Softworks LLC, its staff, our users, or the public at large.

We take reasonable steps to protect the personal information we collect from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. However, no online service is completely secure, and we cannot guarantee the security of your personal information. It is important for you to

protect against unauthorized access to your password and to your device. Be sure to log out of our services when you are finished using them, and to use a strong password that is not used for any other accounts.

What we store

Synapse Softworks LLC collects and stores certain personal information from our users in order to provide them with a smooth and personalized experience while using our website and product. This information includes, but is not limited to, email addresses, your Synapse account's password hash, IP addresses, Discord account IDs, and hardware specifications such as processor and GPU models and operating system versions. We also collect a signature containing computer information and the name of the device for diagnostic, troubleshooting, and authentication purposes.

Protection of certain personally identifying Information

We may share your personal data with our employees, contractors, and affiliated organizations who need access to this information in order to provide you with services or support. These third parties are required to maintain the confidentiality of your data and are prohibited from using it for any other purpose. We may also disclose your personal data in response to a subpoena, court order, or other legal request, or if we believe in good faith that such disclosure is necessary to protect Synapse Softworks LLC, its staff, our users, or the public at large. We will not rent or sell your personal data to any third party for marketing or advertising purposes.

Messaging policy

If you are one of our clients and have supplied your email address, Synapse Softworks LLC may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with Synapse Softworks LLC and our products. We primarily use our blog to communicate this type of information, so we expect to keep this type of email to a minimum. If you send us a request (for example via a support email or via one of our feedback mechanisms), we reserve the right to publish it to help us clarify or respond to your request or to help us support other users.

Cookies

Our website uses cookies and similar technologies to enhance your online experience. These technologies allow us to display personalized content and appropriate advertising, as well as store your preferences on your computer. A cookie is a small piece of data that is stored on your computer and provided to us by your web browser when you visit our website. We use cookies to help us identify and track visitors, understand how our website is being used, and improve the user experience. If you do

not want cookies to be placed on your computer, you can change your browser settings to refuse them. However, please be aware that doing so may prevent some features of our website from functioning properly. By continuing to use our website without changing your cookie settings, you consent to our use of cookies.

E-commerce

Synapse Softworks LLC collects personal and financial information from those who engage in transactions with us, such as purchasing our products or services. This information is collected only as needed to process the transaction. We do not disclose any personally identifying information unless it is necessary to fulfill the purpose of your interaction with us. You may choose not to provide personally identifying information, but please be aware that this may prevent you from engaging in certain activities on our website. We are committed to protecting your privacy and will only use the information you provide in accordance with this policy.

Consent & Changes

By using our website and products, you consent to the collection, processing, and sharing of your personal data as outlined in this Privacy Policy. If you have any questions or concerns about how we handle your personal data, please contact us at contact@synapse.to.

We may update this Privacy Policy from time to time. We encourage you to review this Privacy Policy periodically to stay informed about how we are protecting the personal information we collect.