

SYNTHIUM HEALTH, INC

Terms of Wallet Use

Last Updated: October 17th, 2017

Please read these Terms of Wallet Use carefully (hereinafter - "**Terms**", "**Terms of Use**", or "**Agreement**") before using the website "<https://tge.Synthiumhealth.com>" or any specific services (collectively, the "**Wallet**") made available through Synthium Health, Synthium Health Inc. company, incorporated as S Corporation in the jurisdiction of USA, State of Georgia (hereinafter - "**Synthium**", "**Company**", "**we**", or "**us**"), as they affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability. By using the Wallet, or by clicking the "Registration", "Login" or "Authorization" button, or by using the services, you accept and agree to be bound and abide by these Terms of Use. **If you do not want to agree to these Terms of Use, you must not access or use the Wallet.**

Synthium provides you with a simple and convenient way to purchase and store Synthium Tokens (hereinafter – the "**SHP**", or "**Cryptocurrency**"). These Terms of Use and any terms expressly incorporated herein apply to your access to and use of the Wallet provided by Synthium, and the purchase and account services by Synthium as described in these Terms or any other services provided by Synthium (hereinafter, our "**Services**"). **Without limitation, our Services do not provide users with the ability to trade cryptocurrency or any forms of legal tender (e.g. Euro, US dollars).**

1. General Information

These Terms are a legally binding Agreement between you (hereinafter – the "**User**", or "**you**"), the User, on the one part, and Synthium, on the other part, also individually referred to as a "Party" and collectively as the "Parties".

These Terms define basic mutual rights and obligations of Synthium and the Users, either using the Wallet or just visiting certain pages of the Services, during their use of the Services, including but without limitation, for the purpose of performing certain transactions.

Synthium Wallet functions as a free digital Wallet. The Software does not constitute an account where we or other third parties serve as financial intermediaries or custodians of your cryptocurrency(-ies). Cryptocurrencies are an intangible asset; they exist only by virtue of the ownership record maintained in the Synthium network or its Services.

You must meet certain eligibility criteria to use the Wallet. By accessing or using the Wallet, you represent and warrant that:

(i) you are at least 18 years or older to enter into these Terms, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith;

(ii) have not previously been suspended or removed from using our Services or Wallet;

(iii) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party of;

(iv) if you are a corporation, governmental organization or other legal entity, you have the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these terms;

(v) not identified as a "Specially Designated National", or resident or domicile in New York State or purchaser of SHP from a location in New York State (the USA);

(vi) will not use our Services or Wallet, if any applicable laws in your country prohibit you from doing so in accordance with these Terms; and

(vii) you have in-depth knowledge and deep understanding of the crypto market, Blockchain-based systems and cryptocurrencies, as well as obtained sufficient information about the Wallet and cryptocurrency to enter into these Terms.

Finally, you represent and warrant that you will not be using this site for any illegal activity, including but not limited to money laundering and or financing terrorism or any terrorist activity.

2. Registration and Accounts

In order to access and use the Services, you must create an account with the Wallet provided by Synthium (an "Account"). You agree to:

(a) provide accurate, current and complete information when creating the account;

(b) maintain and promptly update your Account information to keep it accurate, complete, and current;

(c) maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer;

(d) promptly notify Synthium if you discover or otherwise suspect any security breaches related to the Services; and

(e) take responsibility for all activities that occur under your Account and accept all risks of unauthorized access.

Acknowledgment and Assumption of Risks. By using the services, the User represents/warrants and accepts that:

(a) there are certain risks, including, but not limited to, risk of losing access to SHP due to loss of private key(s), risks associated with the Synthium Platform, risk of mining attacks, risk of hacking and security weaknesses, risks associated with markets for SHP, etc.;

(b) that there is no warranty that the Wallet will be uninterrupted or error-free and why there is an inherent risk that the Wallet could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of SHP;

(c) that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current Services and/or the Synthium Platform, including its termination and the loss of SHP for the User.

3. Account Security

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Wallet or portions of it using your user name, password, or other security information.

We reserve the right to withdraw or amend the Wallet, and any Service or material we provide on Synthium, is at our sole discretion without notice. We will not be liable if for any reason all or any part of the Wallet is unavailable at any time or for any period. From time to time, we may restrict access to users to some parts of the Wallet, to certain Accounts or the entire Wallet, including registered or authorized users.

You are responsible for:

(a) making all arrangements necessary for you to have access to the Wallet;

(b) ensuring that all persons who access the Wallet through your internet connection are aware of these Terms and comply with them;

(c) Maintaining and promptly update your Account information if it would be needed;

(d) Maintaining the security of your Account by protecting your password and restricting access to your Account;

(e) All activities that occur under your Account and you accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law;

(f) for not losing your initially generated password/specific key to access the Services, seeing that you will not be able to restore it or generate the new one with Synthium, it's Services or Wallet.

You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms. Synthium may, in its sole discretion, limit the number of Accounts that you may hold, maintain or acquire.

IF YOU LOSE ACCESS TO YOUR WALLET OR YOUR ENCRYPTED PRIVATE KEYS AND YOU HAVE NOT SEPARATELY STORED A BACKUP OF YOUR WALLET AND CORRESPONDING PASSWORD, YOU ACKNOWLEDGE AND AGREE THAT ANY SHP YOU HAVE ASSOCIATED WITH THAT WALLET WILL BECOME INACCESSIBLE. All transaction requests are irreversible. The authors of the Wallet, other Services, employees and affiliates of Synthium, copyright holders, and Synthium itself cannot retrieve your private keys or passwords if you lose or forget them and cannot guarantee transaction confirmation as they do not have control over the Synthium network.

4. Acceptable Use

You can have one Account per email ID on your Wallet with Synthium.

When accessing or using the Wallet and other Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Wallet or other Services. Without limiting the generality of the foregoing, you agree that you will not:

(a) use our Wallet or other Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Wallet or other Services, or that could damage, disable, overburden or impair the functioning of our Wallet or other Services in any manner;

(b) use our Wallet or other Services to pay for, support or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;

(c) use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Wallet or other Services or to extract data;

(d) use or attempt to use another user's Account/Wallet without authorization;

(e) attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Wallet or other Services that you are not authorized to access;

(f) develop any third-party applications that interact with our Wallet or other Services without our prior written consent;

(g) provide false, inaccurate, or misleading information; and

(i) encourage or induce any third party to engage in any of the activities prohibited under this Section.

In order to access and use the Wallet, you will need a computer with an Internet connection that has a current web browser, Android mobile operating system developed by Google, based on the Linux kernel and designed primarily for touchscreen mobile devices such as smartphones and tablets or iOS mobile operating system created and developed by Apple Inc. exclusively for its hardware if so. You will also need to have a valid email address on file with Wallet and have sufficient storage space or a printer to print emails if you wish to retain them.

Neither these Terms nor any other document or information is publicly available on Synthium without going through your Account and the purchase process, constitute an offer or solicitation to sell securities. **SHP is a cryptocurrency which is a software product (digital resource), created by the Synthium that may become the measure of value for fiat and crypto currencies, as well as for assessment of the overall level of payments for work. SHP will be used as in-platform cryptocurrency. SHP in no way grants any rights, express or implied, other than the right to use the SHP as the measure of value for fiat and crypto currencies, as well as for assessment of the**

overall level of payments for work or in-platform cryptocurrency. SHPs are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right.

5. SHP Purchases with the Account

This Section applies to:

(a) all cryptocurrency purchases completed via the Services, and

(b) any transaction at Synthium's direction with digital currencies ("**Funds**") which are needed to complete a purchase of such cryptocurrency.

We may, at any time and in our sole discretion, refuse any purchase of cryptocurrency submitted via the Services, impose limits on the purchase amount permitted via the Services or impose any other conditions or restrictions upon your use of the Services without prior notice.

Cryptocurrency may be sold and transferred by the User at any time after the Crowdsale via cryptocurrency exchanges or Synthium Platform, if the SHP's are listed on any (WHETHER TO LIST SHP ON CRYPTOCURRENCY EXCHANGES OR NOT IS SOLELY AT THE DISCRETION OF CRYPTOCURRENCY EXCHANGES).

Cryptocurrency may be purchased by the User at any time during the Crowdsale, but, this is due to the [Terms of Token Generation Event](#).

It is your responsibility to determine what, if any, taxes apply to the purchases you complete via the Services under any applicable jurisdiction, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Synthium is not responsible for determining whether taxes apply to your purchases of cryptocurrency or for collecting, reporting, withholding or remitting any taxes arising from any purchases of cryptocurrency.

6. Transfer of Funds

In order to complete a purchase of a digital SHP via the Services, you must send Funds to the relevant account or Wallet identified by Synthium using one of the approved external accounts or wallets identified via the Services. You may be required to verify that you control the external account or wallet that you use to send Funds. You may be charged fees by the external accounts, networks or systems you use to send Funds (e.g. Bitcoin,

Ethereum, etc.). The fee which is charged by the SYNTHIUM network or Services for each transaction is 1/1000 SHP. Synthium is not responsible for any external accounts, networks or systems fees or for the management and security of any external accounts, networks or systems. You are solely responsible for the use of any external accounts, networks or systems (other than the Synthium or its Services), and you agree to comply with all terms and conditions applicable to any of those accounts, networks or systems.

7. Funds issues

This Section applies only when you use the Services to purchase cryptocurrency. You acknowledge and agree that:

(a) Synthium is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity; and

(b) no communication or information provided to you by Synthium shall be considered or construed as advice. Once the Services execute your purchase, a confirmation will be electronically made available via the Services detailing the particulars of the purchase of cryptocurrency. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such purchase of SHP.

In regard to capital raising, we're not involved in direct or indirect steps to procure the transfer or commitment of capital by one or more users to the certain undertaking for the purpose of investing it in accordance with a defined investment policy. Moreover, we absolutely do not have any investment policy available with the Services. We are not paying or planning to pay anything to the users of SHP as well, as do not take or planning to take any fees for the management of the SHP. Synthium does not store cryptocurrencies on their own servers or servers of it User. Moreover, such activity depends inclusively on cryptocurrencies. And Users will not receive any kind of direct or indirect income from such.

8. Electronic Notices

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (hereinafter - the "**Communications**") that Synthium provides in connection with your Account and/or use of the Wallet or other Services. You agree that Synthium may provide these Communications to you by posting them via the Wallet or other Services, by emailing them to you at the email address you provide. You may also contact us through support email WalletSupport@synthiumhealth.com, to request additional electronic copies of Communications.

You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support email WalletSupport@synthiumhealth.com. If you decline or withdraw consent to receive electronic Communications, Synthium may suspend or terminate your use of the Wallet or other Services.

9. Synthium Does Not Provide Investing Advice

We are an execution-only Service and do not act as an advisor on the merits of any particular transactions, including as to any financial, legal, investment, insurance and/or tax matters. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. Accordingly, these Terms do not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. Any information provided by Synthium or its Services is for general information only. By entering into any transaction on the Wallet, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of the transaction. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction.

The Synthium may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

10. Third-Party Content

The pages of the Synthium Website and any services made available through Synthium may contain links to third-party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended by Synthium. In addition, SYNTHIUM does not guarantee their safety and conformity with any User expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site, and make no warranties for that site or this service in such context. Synthium assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

11. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

OUR WALLET AND OTHER SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE WALLET AND SERVICES.

YOUR USE OF THE WALLET, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WALLET IS AT YOUR OWN RISK. THE WALLET, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WALLET ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WALLET. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WALLET, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WALLET WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WALLET OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WALLET WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOU HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH IN THESE TERMS. YOU ALSO ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR WALLET AND OTHER SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR WALLET AND OTHER SERVICES.

WE AND OUR LICENSORS, SERVICE PROVIDERS OR SUBCONTRACTORS (IF ANY) MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES CONTAINED IN OUR SERVICES FOR ANY PURPOSE OR THEIR COMPLIANCE WITH ANY ACCOUNTING RULES, PRINCIPLES OR LAWS, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE WALLET AND OTHER SERVICES WILL BE FREE FROM ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, WILL BE SECURE AND NOT INTERCEPTED, OR THAT WALLET

AND OTHER SERVICES CONTENT WILL BE ACCURATE, COMPLETE OR TIMELY. YOU ALSO UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WALLET WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE.

IN NO EVENT SHALL OUR COMPANY, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR WALLET AND OTHER SERVICES OR SYNTHIUM MATERIALS, ANY WALLETS LINKED TO IT, ANY CONTENT ON THE SYNTHIUM WEBSITE, OR SUCH OTHER WEBSITES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM SYNTHIUM AND ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, OR ANY OTHER LOSS THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SYNTHIUM'S RECORDS, PROGRAMS OR WALLET AND OTHER SERVICES.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUNTRY OF DOMICILE CONCERNING USE OF THIS WALLET, AND THAT THE WALLET OWNER SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THIS WALLET. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON SHPs PURCHASED HEREUNDER.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with buyers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you.

12. Indemnity

To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold Synthium and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against Synthium arising out of a breach of any warranty, representation, or obligation hereunder.

You expressly waive any rights you may have under the applicable law as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this indemnification.

13. Discontinuance of Services

We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Wallet or other Services.

14. Ownership and Storage of SHP

The User certifies to us that any Funds used by the User in connection with the Wallet or other Services are either owned by him or that the User is validly authorized to taking part in using such funds in such Wallet or other Services. SYNTHIUM does not store cryptocurrencies on their own servers or servers of its User.

15. Intellectual Property Rights

Synthium has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct using the Wallet or other Services and all Synthium activities generally.

Unless otherwise indicated by us, all copyright and other any intellectual property of Synthium, all content and other materials contained with Synthium or provided in connection with the Wallet or other Services, including, without limitation, the intellectual property rights for Synthium and all text, graphic interface, visual interfaces, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to Synthium (hereinafter - the "**Synthium Materials**") are the proprietary property of Synthium or our licensors, clients or suppliers and are protected by international copyright laws,

trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Wallet for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Synthium Materials.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Synthium Materials in breach of the Terms, your right to use the Wallet will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to Synthium or any content on Synthium is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Wallet not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

There are also no implied licenses under these Terms, and any rights not expressly granted to the User hereunder are reserved by Synthium.

16. Copyright of Feedback Materials

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding the Wallet or the Services (hereinafter - the "**Feedback**") that are provided by you, whether by email, posting to the Synthium Website or otherwise, are non-confidential and will become the sole property of Synthium. Synthium will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

17. Applicable Law; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO INDIVIDUALS LOCATED, RESIDENT, OR DOMICILED IN THE UNITED STATES. IF YOU ARE LOCATED, RESIDENT, OR DOMICILED IN THE UNITED STATES, THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH SYNTHIUM AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

(a) **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands, or proceedings (collectively, "**Disputes**") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Synthium (i) waive your and Synthium's respective rights to have any and all

Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Synthium's respective rights to a jury trial. Instead, you and Synthium will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) **No Class Arbitrations, Class Actions, or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and Synthium and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c) **Federal Arbitration Act.** The enforceability of this Section 17 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "**FAA**"), to the maximum extent permitted by applicable law.

(d) **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Synthium shall be sent by e-mail to Synthium at WalletSupport@Synthiumhealth.com. Notice to you shall be by email to the then-current email address in your Account. Your notice must include (i) your name, postal address, email address, and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Synthium cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Synthium may, as appropriate and in accordance with this Section 17, commence an arbitration proceeding or, to the extent specifically provided for in Section 17(a), file a claim in court.

(e) **Process.** Any arbitration will occur in Cobb County, Georgia. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services ("**JAMS**"), which are hereby incorporated by reference. The state and federal courts located in Cobb County, Georgia will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

(f) **Authority of Arbitrator.** As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all

procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding, or preside over any proceeding involving more than one individual.

(g) **Rules of JAMS.** The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS, and any claim that the rules of JAMS are unfair or should not apply for any reason.

(h) **Severability of Dispute Resolution; Arbitration.** If any term, clause, or provision of this Section 17 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses, and provisions of this Section 17 will remain valid and enforceable. Further, the waivers set forth in Section 17(b) are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

18. Amendments; Suspension; Termination

Synthium reserves the right to change or modify the terms and conditions contained in these Terms, including but not limited to any policy or guideline of the Wallet, at any time and at its sole discretion. We will provide notice of these changes by posting the updated Terms to the Wallet and changing the "Last Updated" date at the top of the Terms, or by any other means as determined by Synthium. The decision of which notification chosen will be left to Synthium's sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Any changes or modifications will be effective immediately upon posting the updates to the Wallet or at the instant that Synthium transmits the information to the users. These changes will apply at that instant to all then current and subsequent uses of the Wallet. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Terms acts as acceptance of such changes or modifications. **If you do not agree to the Terms in effect when you access or use the Wallet, you must stop using the Wallet.**

Notwithstanding anything contained in these Terms, we reserve the right, without notice and at our sole discretion, to terminate these Terms or suspend your right to access the Wallet. You may terminate these Terms without notice by discontinuing use of the Wallet. All rights and licenses granted to you under these Terms will immediately be revoked

upon our termination of these Terms or our suspension of your access to the Wallet, and you must immediately submit payment for any fees payable to Synthium under these Terms.

In the event of any Force Majeure Event (as defined in "**Miscellaneous**" Section), breach of this agreement, or any other event that would make provision of the Services commercially unreasonable for Synthium, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Wallet or other Services. We may terminate your access to the Wallet or other Services in our sole discretion, immediately and without prior notice, and delete or deactivate your Account or Wallet and all related information and files in such Account or Wallet without liability to you, including, for instance, in the event that you breach any term of these Terms. In the event of termination, Synthium will attempt to return any Funds stored in your Account or Wallet not otherwise owed to Synthium, unless Synthium believes you have committed fraud, negligence or other misconduct.

19. Miscellaneous

Entire Agreement. These Terms are intended to fully reflect the terms of the original agreement between the Parties. No provision of these Terms shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in these Terms, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these Terms will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

Severability. If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

Privacy Policy. Please see our [Privacy Policy](#) for information regarding how we collect and use information. The Privacy Policy is part of these Terms, so please make sure that you read it.

Waiver. Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

Force Majeure Events. Synthium shall not be liable for (1) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (2) any loss or damage arising from any event beyond Synthium's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Synthium's reasonable control (each, a "**Force Majeure Event**").

Assignment. Synthium may, at its sole discretion, assign its rights and/or delegate its duties under these Terms. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of Synthium, which Synthium may withhold at its sole discretion, shall be void.

Headings. Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

You or anyone else may send any questions regarding the use of the Wallet or regarding these Terms via e-mail at WalletSupport@synthiumhealth.com.