

Synthium Health, Inc.

Terms and Conditions

Last Updated: November 12th, 2017

Please read these Terms and Conditions carefully (hereinafter – the “**Terms**”, “**Terms of Use**”) before using the websites www.synthiumhealth.com, <https://tge.synthiumhealth.com> or any services or products (hereinafter - “**Platform**”, “**Services**”) 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. Synthium will issue its internal cryptocurrency created with a blockchain system on our own blockchain called SHP token (hereinafter – the “**SHP**” or “**Cryptocurrency**”) which may be used as cryptocurrency that may become the measure of value for fiat and cryptocurrencies. If you intend to hold SHP from the Synthium Token Generation Event (hereinafter – the “**TGE**”), you should also read these Terms and accept them. **If you do not agree with these Terms, you must not access or use the Platform or buy SHP.**

1. DEFINITIONS

Agreement – these Terms and all other operating rules, policies, and procedures that may be issued by Synthium and published from time to time on Synthium’s Website or any services made available through the Platform and/or Synthium’s Website.

Account – a User’s digital account on the Platform, which is created and used to purchase SHP during Synthium Token Generation Event.

Blockchain – type of a distributed ledger, comprising of irreversible, digitally recorded, data in packages called blocks.

Synthium TGE – a restricted offering to eligible Buyers only during the pre-sale and crowd sale only, when a Buyer is able to buy SHP. Additionally, a private sale option is provided to those who are interested based on mutual agreement, prior to the crowdsale.

SHP – cryptographic token, which is a software digital product (not being digital currency), created by Synthium, as its software digital product for the Platform, and being currency for making purchases and payments on the Platform. **Irrespective to any other provisions hereof, SHPs are not securities and are not registered with any government entity as securities, shall not be considered as such, are not intended to be a commodity or any other kind of financial instrument, do not represent a share, stake or security or equivalent rights, including, but not limited to, any right**

to receive future revenue shares and intellectual property rights, title and interest and do not represent any ownership right.

Buyer, User, you – anyone who uses or planning to use the Platform / Website / Services. Where You is any person, who uses the Platform or it's Services, without prior registration and authorization. User is any person, who uses the Platform or it's Services, with prior registration and authorization. Buyer is any person, who uses the Platform or it's Services, to purchases SHP.

Synthium, Synthium Health Platform, we, us – is a unique networking marketplace that is run by Synthium Health Inc. and brings together healthcare providers and suppliers for simplified, efficient and cost-effective exchanges that build businesses. Using advanced technologies and the best practices, Synthium Health's automated platform creates efficiencies and maximizes revenues, all the way through the supply chain process. It empowers suppliers to extend their reach, sell faster, cut down on operational costs and deliver consistent buyer experiences across all touchpoints. Synthium Health also plans to collaborate with a leading logistics partner to further serve the industry.

Synthium Health Inc. company, incorporated as S Corporation in in the USA jurisdiction, the State of Georgia. Synthium does not provide any investment and create or acknowledge indebtedness as are specified investments within the USA regulatory regime activity. In no way shall Synthium be deemed a partner, employer or agent for any Buyer or providing any financial services thereto.

2. General Information

These Terms are a legally binding Agreement between 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 Synthium or just visiting certain pages of the Synthium Website, during their use of the Synthium Website, including but without limitation, for the purpose of performing certain transactions or buying the SHP tokens.

By using the Platform, the Users accept these Terms in full and agree to be bound thereby and comply therewith.

These Terms are effective at the time the Users begin using the Platform. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Platform.

The User acknowledges and accepts that:

(i) these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Synthium's sole discretion, by updating this posting at the "Last Updated" section; the User's continued use of the website or any services made available through Synthium after the amendments etc. shall constitute the User's consent hereto and acceptance hereof;

(ii) Synthium reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the website or any services made available through Synthium, and/or disable any access to the website or any services made available through Synthium.

(iii) Synthium may conduct additional issuance of SHP. The results of which may change or amend prior rules with regard to such issuance.

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

(i) you are 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 the terms, conditions, obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith;

(ii) you are aware of all the merits, risks and any restrictions associated with cryptocurrencies (their buying and use), and Blockchain-based systems, as well as you know how to manage them. You are solely responsible for any evaluations based on your knowledge;

(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 to;

(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) located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services. Not identified as a "Specially Designated National and not placed on the Commerce Department's Denied Persons List;

(vi) will not use the Platform if any applicable laws in your country prohibit you from doing so in accordance with these Terms;

(vii) you possess in-depth knowledge and deep understanding of the crypto market, Blockchain-based systems and cryptocurrencies, as well as obtained sufficient information about Synthium and its cryptocurrency to enter these Terms; and

(vii) you have the necessary and relevant experience and knowledge to deal with cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework.

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 financing of terrorism. You shall not use the Platform if you are prohibited under the applicable law from using it. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of SHP under the applicable law should not access the Platform and is prohibited accessing, referencing, engaging, or otherwise using the Platform.

3. Acknowledgment and Assumption of Risks

By using the Platform, the User represents/warrants and accepts that:

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

(b) that there is no warranty that Synthium will be uninterrupted or error-free and why there is an inherent risk that Synthium 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 Synthium and/or the Synthium Protocol, including its termination and the loss of SHP for the User.

(d) By using the Platform, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of purchasing the SHP. 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 such purchase, as well as you may be vulnerable to any loss as the consequences of your actions on the Platform.

(e) Synthium does not give any advice, does not express any official expert opinion and does not give any statistician indicators that are mandatory for use with respect to SHP,

and other cryptocurrencies. You make all decisions at your own risk and discretion. Synthium does not share any advice, opinion or mandatory data, which are binding or warrant the consequences, but, Synthium may provide background information that you may use at your own risk and discretion.

(f) 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 a 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 Synthium.

4. Confidentiality of the Transmission of Information over the Internet

The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not one hundred percent secure, and is subject to possible loss, interception, or alteration while in transit. Accordingly, Synthium does not assume any liability, without limitation, for any damage you and the User may experience or costs you and the User may incur as a result of any such transmissions over the Internet or other publicly accessible networks, including but not limited to transmissions involving the website, any services made available through Synthium or e-mail with Synthium containing yours and the User's personal information. While Synthium will take commercially reasonable efforts to safeguard the privacy of the information provided to Synthium (if any) and will treat such information in accordance with Synthium [Privacy Policy](#) in no event will the information provided to Synthium be deemed to be confidential, create any fiduciary obligations for Synthium, or result in any liability for Synthium in the event that such information is negligently released by Synthium or accessed by third parties without our consent.

Please take into consideration that when we host any software and enable you to access and use such software through the Platform, these Terms will also apply to such access and use, as well as any license agreements that we may enter into.

5. Taxes

The purchase price that you pay for SHP's is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase, exchange and sale of SHP's, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. You agree that Synthium is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase, exchange and or sale of SHP's.

6. Electronic Notices

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

You may withdraw your consent to receive electronic Communications by emailing a withdrawal notice to tgeconnect@synthiumhealth.com after which, you agree to not hold us responsible for missing out on important notifications. If you decline or withdraw consent to receive electronic Communications, Synthium may suspend or terminate your use of the Platform.

7. 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 but not limited 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 is for general information only. 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 actions.

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 Synthium, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Synthium. 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.

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 do not have absolutely any investment policy that may be available within Synthium. We are not paying or planning to pay any

remuneration to the users of SHP as well as do not take or planning to take any fees for the management or storage of the SHP. Moreover, our activity depends exclusively on cryptocurrencies.

8. Third-Party Content

The pages of the Synthium Website and any services made available through the Platform 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 the Synthium management. 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.

9. Conduct and Obligations

In connection with your use of the Platform, you will not: Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are required to be a member through your use of the Synthium website or any services made available through Synthium; Provide false, inaccurate or misleading information; Infringe upon the Platform website or any services made available through Synthium or any third party's copyright, patent, trademark, or intellectual property rights; distribute unsolicited or unauthorized advertising or promotional material, any junk mail, spam, or chain letters; reverse engineer or disassemble any aspect of Synthium in an effort to access any source code, underlying ideas and concepts, and algorithms; take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Synthium website its Platform or any services made available through Synthium that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; otherwise attempt to gain unauthorized access to the website, other Synthium systems, computer systems or networks connected to the Synthium website, its Platform or any services made available through Synthium, through password mining or any other means; or transfer any rights granted to you under these Terms.

10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

OUR 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 PLATFORM.

YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SYNTHIUM NOR ANY PERSON ASSOCIATED WITH SYNTHIUM MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER SYNTHIUM NOR ANYONE ASSOCIATED WITH SYNTHIUM REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH SYNTHIUM 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 PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH SYNTHIUM 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 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 THE PLATFORM.

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 THE PLATFORM FOR ANY PURPOSE OR THEIR COMPLIANCE WITH ANY ACCOUNTING RULES, PRINCIPLES OR LAWS, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE PLATFORM WILL BE FREE FROM ERRORS, VIRUSES OR OTHER HARMFUL

COMPONENTS, WILL BE SECURE AND NOT INTERCEPTED, OR THAT SYNTHIUM 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 PLATFORM 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 THE PLATFORM OR SYNTHIUM MATERIALS, ANY CONTENT ON THE THE PLATFORM, WEBSITE, OR SUCH OTHER WEBSITES, OR ANY SERVICES MADE AVAILABLE THROUGH SYNTHIUM, 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 RESULTING 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 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 THE USE OF THE PLATFORM, AND THAT YOU SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THE PLATFORM. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON SHP PURCHASED HEREUNDER.

11. 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.

12. Ownership and Storage of SHP

The User certifies that any funds used in connection with Synthium are either owned by him or that the User is validly authorized to use such funds towards appropriate Platform or other Services. Synthium does not store cryptocurrencies on their own servers or servers of its User. Cryptocurrency is stored on the blockchain.

13. 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 conduct any Synthium activity.

Unless otherwise indicated by us, all copyright and other any intellectual property of Synthium, all content and other materials contained on Synthium or provided in connection with Synthium, including, without limitation, the intellectual property rights for Synthium and all text, graphics, interface, visual interfaces, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, methods and algorithms, 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 Platform 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 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 Platform will stop immediately with no warning and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in Synthium or any content on Synthium is transferred to you, and all rights not expressly granted are

reserved by Synthium. Any use of Synthium 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.

14. 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 Synthium (hereinafter - the "Feedback") that are provided by you, whether by email, posting to Synthium 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, change, deletion and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Do not send us Feedback if you expect to be paid or want to continue to own or claim rights to your Feedback. The purpose of these terms is to avoid potential misunderstandings or disputes if Company's products, services, business ideas or business strategies might seem similar to ideas submitted to us as Feedback. If you decide to send us Feedback, you acknowledge and understand that the Company makes no assurances that your Feedback will be treated as confidential or proprietary.

15. 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.

All questions concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction. Any dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual disputes of claims) that is not subject to arbitration will be resolved in the courts of Cobb County, Georgia.

(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 designated 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 15 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 tgeconnect@synthiumhealth.com. Notice to you shall be sent 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 the notice is received by the applicable Party, then either you or Synthium may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15(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 15 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 15 will remain valid and enforceable. Further, the waivers set forth in Section 15(b) are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

16. 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 policies or guidelines of Synthium, at any time and at its sole discretion. We will provide a notice of these changes by posting the updated Terms to the Synthium website 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 Synthium website, its Platform or at the instant that Synthium transmits the information to the users. These changes will apply at that instant to all the current and subsequent uses of the Platform. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this the Platform or website acts as acceptance of such changes or modifications. **If you do not agree to the Terms in effect when you access or use the Platform, you must stop using the Platform.**

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

Platform. 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 Platform.

In the event of any Force Majeure Event (as defined in "**Miscellaneous**" Section), breach of this agreement, or any other event that would disrupt services rendered by Synthium as, commercially unreasonable we may, at our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our services. We may terminate your access to the Platform at our sole discretion, immediately and without prior notice, and delete or deactivate your Account and all related information and files in such account 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 not otherwise owed to Synthium, unless Synthium believes you have committed fraud, negligence or other misconduct.

17. 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 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 such that may be hereafter declared invalid, illegal, void or unenforceable.

Privacy Policy. Please see our Privacy Policy ([hyperlink](#)) 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 Terms shall survive any termination or expiration of these Terms.

If you have any questions or notice any bugs, errors or violations, regarding the use of the Platform or these Terms, you may contact us via e-mail to tgeconnect@synthiumhealth.com. We will be happy to process such feedback however, note, that we do not promise any reaction to such feedback.