

Syndiqate, UAB
Terms and Conditions
acquisitions and ownership
tokens "SQAT"

13.06.2022

DISCLAIMER

PLEASE READ THIS DISCLAIMER CAREFULLY BEFORE USING OUR SERVICES

This Disclaimer provides important information in relation to your interactions with the SQAT Utility Syndiqate Token (hereinafter: **the "Token", «SQAT»**) provided to you by Syndiqate, UAB. Please read this Disclaimer carefully and use it for your reference and consideration.

Please note that Terms of Service stipulated in this apply to you upon purchase of the Token. Any terms applying to specific services and transactions not referred to in these Terms of Service must not overwrite or otherwise prevail over the provisions of these Terms and shall be applied in addition to them.

Before engaging with any actions related to the purchase and use of our Token, please consider the risks of conducting transactions and dealings with Virtual Currencies. The Risk Statement disclosing the risks associated with the use of Virtual Currencies is available as an Annex to these Terms of Service.

Syndiate, UAB is not a financial, tax, or legal advisor and shall not be perceived as such. Any information and statement mentioned in our legal documents, including these Terms of Service, as well as on our website, digital goods, applications and other forms of media containing such information should not be used as professional financial, tax or legal advice. Before engaging with our Services and Site, it is strongly recommended to consult the professional advisors in the relevant fields in order to be fully aware of the risks, benefits, and nature of the relationship with us.

We reserve the right to change these Terms of Service and other applicable terms in the future. Any alterations and amendments will be published on our website. Before entering in a contractual relationship with us or executing any further transactions, you should get acquainted with the latest version of these Terms of Service first.

If you have any questions or inquiries about this documents, please contact us via our website at <https://www.syndiqate.io> or by writing an e-mail at office@syndiqate.io.

These terms (hereinafter, the "Terms") are intended for customers and users of the Syndiqate project.

These Terms apply as a contract between Syndiqate, UAB (also referred to in these Terms as "we", "our", "us", "project", "platform", "system", "vendor", "issuer", "distributor", "fund") and the Customer (also referred to as "you", "your", "user", " client ", "buyer").

Syndiqate, UAB is performing activities on the basis of the active and valid crypto-currency authorization, supervised by the Lithuanian Financial Crime Investigation Service (hereinafter, the "FCIS"), and is therefore authorized to provide the following services:

- Virtual Currency wallet service, including storage of the Virtual Currency funds and issuing of encrypted user keys;
- Virtual Currency to Fiat Currency exchange;
- Fiat Currency to Virtual Currency exchange;
- Virtual Currency to Virtual Currency exchange;
- Utility/payment-type token issue (hereinafter, the Token Generation Event "TGE").

By purchasing the Token, you confirm that you have reached at least 18 years of age and therefore are legally capable of entering into agreements and be bound by their terms. You

further acknowledge and agree to be legally bound by terms and conditions laid down in these Terms in their entirety.

You understand and affirm that purchasing the Token shall constitute your agreement with these Terms and other applicable agreements between you and Syndiqate, UAB. The same applies to any event in which the said Terms have been amended and you have purchased the Token without expressing prior written notice of non-agreement to the new version of these Terms. You further acknowledge that we have a right to reaffirm your acceptance of these Terms from time to time, as we introduce amendments and that your acceptance shall be a prerequisite to further access and use of our Services. Please note that any even of purchase of the Token placed with Syndiqate, UAB after entering into force of the updated provisions of these Terms may be subject to the said amendments. If you disagree to these Terms, you should discontinue the use of our Services and refrain from purchasing and holding the Token in accordance with the provisions of these Terms.

In order to purchase the Token, you must submit all the necessary information and documents in accordance with our Know-Your-Customer (the "KYC") procedure pursuant to the Law on Prevention of Money Laundering and Terrorist Financing of Republic of Lithuania. In addition, you must meet eligibility criteria to purchase the Token.

Before engaging with, purchasing and holding the Token, you must ensure you have read these Terms in full, including all the important legal terms, such as disclaimer of liability, disclaimer of warranties, indemnifications, rules applicable to dispute resolution and risk disclosure.

If you have any questions regarding the Token, these Terms, or any other inquiry, submission of feedback or complaints, please contact us at: office@syndiqate.io.

1. ELIGIBILITY

Your ability to purchase the Token depends on a number of factors determining your eligibility to engage with the sale of the Token. Syndiqate, UAB may refrain from offering and selling the Token in certain locations and jurisdictions: the information about such locations and jurisdictions is available on our website at <https://www.syndiqate.io>.

In order to be deemed eligible to engage with and purchase the Token, you must warrant that:

- You have reached 18 years of age and therefore are legally capable of entering into agreements and be bound by their terms;
- You have never been suspended or otherwise restricted from purchasing the Token or otherwise suspended from engaging with our Services and offers;
- Entering into a binding agreement with us does not contradict or breach any other contractual terms by which you are legally bound;
- You are not located and/or residing in any of the restricted locations and jurisdictions, including those subject to the EU and Republic of Lithuania economic restriction measures (i.e., embargoes);
- You are not identified as an individual that is officially classified as a Specially Designated National and Blocked Person (the "SDN"), or is affiliated with companies, groups and entities classified as the SDN, or otherwise represent such natural or legal person;
- You are not subject to any international sanctions, including the EU and United Nations sanctions, or affiliated with companies, groups and entities subject to international sanctions, or otherwise represent such natural or legal person.

Eligibility of an individual intending to purchase the Token on behalf of a legal entity is determined by meeting the following requirements:

- Your organization is incorporated with all due diligence of the company formation and incorporation in the country of its legal location;

- Your organization conducts its activities in accordance with the applicable laws and regulations;
- You have been legally authorised to represent your organization and otherwise enter into legally binding agreements on its behalf;
- Your organization has not been associated with, affiliated with or otherwise identified as the SDN;
- Your organization is not subject to any international sanctions, including the EU and United Nations sanctions, or affiliated with companies, groups and entities subject to international sanctions, or otherwise represent such natural or legal persons;
- Your organization does not fall under the definition of Prohibited Businesses as stated in Annex 2 to these Terms and does not represent nor conducts its business activities in any of the fields laid down in Annex 2.

We reserve the right to evaluate your eligibility to purchase and hold the Token at any moment by assessing your compliance with the eligibility criteria listed above. In the case of amendment, alteration, or extension of eligibility criteria, we may review your eligibility accordingly. Syndiqate, UAB may require you to provide proof of eligibility, if necessary. Any decision, including the initial and ongoing evaluations, reviews and assessments of your eligibility, shall be final.

2. OUR SERVICES

2.1 Syndiqate Token (SQAT)

SQAT Utility Token is classified as a virtual ("crypto") utility / payment type currency in accordance with the Bank of Lithuania Guidelines. Detailed criteria describing the features and legal framework governing the offering, issuance and sale of the utility / payment type tokens in the jurisdiction of Lithuania can be found at [this page](#).

Syndiqate's proprietary digital cryptographically secured utility token (**SQAT**) is a transferable representation of Syndiqate's attribute functions that is designed for the purpose of operating the system on the Syndiqate platform, and is intended to be used exclusively as the primary utility token on the platform.

The Token is a non-refundable utility token that will be used as a means of exchange between participants on the Syndiqate platform. The purpose of introducing the Token is to provide a convenient and secure method of payment and settlement between participants who interact in the system on the Syndiqate platform, and it is not intended to be a public means of exchange as payment for goods or services or to repay debt; nor is it intended for use by any person as payment for any goods or services that are not provided exclusively by the Syndiqate Project. The Token does not in any way represent any shares, participation, rights, title or interest in Syndiqate, UAB, or the Project, their respective affiliates or any other company, enterprise or undertaking, nor does the Token entitle the Token holder to any promise of commissions, dividends, income, profits or returns on investment. The Token shall be used on the Syndiqate platform and official partner sites and platforms, and ownership of the Token confers no rights, express or implied, other than the right to use the Token as a means of using the Syndiqate platform and interaction with it and all participants and partners.

The Token also functions as an economic incentive that is used to encourage users and customers to contribute and maintain the system on the Syndiqate platform, thereby forming a security fund, creating a win-win system in which each participant is fairly rewarded for their efforts. The Token is an integral and indispensable part of the Syndiqate platform, because without the Token users would have no incentive to spend resources to participate in activities or provide services for the benefit of the entire system on the Syndiqate platform. Users of the Syndiqate platform and / or Token holders who have not actively participated will not receive any Token bonuses. The Token is for consumption / use, and that is the purpose of selling the SQATs.

Thus, the Token is not offered to you as a security, whether it is transferable or in the form of a financial instrument of any kind, such as assets or debentures. We also ensure that we do not organize or engage in any active secondary trading of tokens, nor do we invest the proceeds of the Token sales in businesses or projects for informed investors. Therefore, the purchase and ownership of the Token does not give you any specific ownership rights, such as an ownership interest or equivalent, nor does it entitle you to dividends or interest, or to future income shares or any other form of management in Syndiqate, UAB. In addition, the purchase and ownership of the Token does not constitute the act of acquiring an interest in Syndiqate, UAB, nor does it the vesting of management rights, such as a position on the Board. Please note that any purchase of the Tokens for speculative use is prohibited.

The Token distribution is not the act of a public offering of shares or debentures and therefore does not fall within the definition of any security. Consequently, the Token is not subject to the legal framework and requirements of the Prospectus Regulation.

In particular, it is emphasized that SQAT has the following features:

(a) SQAT does not have any tangible or physical manifestation and has no intrinsic value at the time of issuance, prior to the official commercial launch of the Project (and no person makes any representation or commitment regarding its value);

(b) SQAT is non-refundable and cannot be exchanged for cash (or its equivalent in any other virtual currency) or any payment obligations by the Developers, the Fund, the Distributor, the Project or any of their respective affiliates;

(c) SQAT does not represent or grant to the Token holder any rights in any form with respect to the Project, the Fund, the Developer, the Distributor (or any of their respective affiliates), its income or assets, including but not limited to any right to receive future dividends, proceeds, stock, title or interest, share or security, any voting, distribution, redemption, liquidation, property (including all forms of intellectual property or license rights), right to receive accounts, financial statements or other financial data, right to request or participate in shareholder meetings, right to appoint directors, other financial, legal rights or equivalent rights, as well as rights to intellectual property or any other form of participation or affiliation with the Syndiqate platform, the Project, the Fund, the Distributor and / or their service providers;

(d) SQAT is not intended to represent any rights under a contract for difference or any other contract the purpose or suspected purpose of which is to make a profit or avoid a loss;

(e) SQAT is not intended to represent money (including electronic money), securities, commodities, bonds, debt instruments, an interest in a collective investment scheme or any other type of financial instrument or investment;

(f) SQAT is not a loan to the Project, the Developer, the Fund, the Distributor or any of their respective affiliates, is not intended to represent the debt of the Project, the Developer, the Fund, the Distributor or any of their respective affiliates, and is not expected to generate income;

(g) SQAT does not provide the Token holder with an ownership or other interest in the Fund, the Distributor or any of their respective affiliates.

2.2 Token Sale and Distribution

The Token is distributed to potential holders in Distribution Rounds in accordance with the total volume and share of the Token set forth in the Vesting Schedule. Please note that the Token may not be available for purchase at a particular time or at the beginning of a particular Distribution Round, as we may effectively limit the offering of the Token during certain Distribution Rounds to certain categories of potential holders. The detailed criteria and / or specifications applicable to qualified holders eligible to purchase Tokens in any particular Distribution Round will be published on our website prior to the Token offering.

You may purchase the Token directly from our website, as well as from sources expressly and explicitly made available to you by us through official communication channels, such as the website and publicly accessible social media accounts. The Token can be purchased by depositing to a smart contract in USDT/BUSD/BTC/ETH/other or fiat currency using any of the accepted payment methods in accordance with the Token Purchase Price.

We reserve the right to change the available payment methods at any time at our sole discretion. You can check the availability of accepted payment methods on our website. We shall not be liable for any attempt to purchase the Token by unavailable means and / or payment methods, nor for failures resulting from these actions.

Contributions to the Token sale will belong to the Project Developer (or its respective affiliate) after the Token sale, and participants will have no economic or legal rights or beneficial interests in those contributions or that person's assets after the Token sale. If a secondary market or exchange for trading the SQAT develops, it will be market-driven and managed entirely independently of the Developer, the Project, the Fund, the Distributor, the SQAT Sale and the Syndiqate platform.

2.2. Token Sale and Distribution

The Token is distributed to the perspective holders in Distribution Rounds in accordance with the total volume and Token Share laid down by the Vesting Schedule. Please note that the Token may not be available to you for the purchase at a certain time or during the commencement of a certain Distribution Round as we may effectively restrict the offer of the Token during specific Distribution Rounds to certain categories of perspective holders. The detailed criteria and/or specifications applying to the qualified holders eligible for the purchase of the Token at any specific Distribution Round will be published on our Site prior to the start of the Token offering.

You may purchase the Token directly from our Site as well as the sources directly and explicitly provided to you by us via of official communication channels, such as the Site and public social media pages. The Token may be purchased by making a contribution into a smart contract in USDT/BUSD/BTC/ETH/or in Fiat currency via any of the accepted payment options in accordance with the Purchase Price of the Token.

We reserve the right to change the available payment options at any time on our sole discretion. The availability of the acceptable payment methods may be verified on our Site. We shall not be responsible for any attempt to purchase the Token by means and/or payments options not supported by us and failures resulting from the said acts thereof.

2.3. Exchangeability

You acknowledge and agree that the Token may not be exchangeable on specific virtual currency exchange platforms and remain exchangeable on any such platforms.

3. ANTI-MONEY LAUNDERING AND TERRORIST FINANCING MEASURES

3.1. KYC

Passing a KYC procedure is a prerequisite to using any of our Services. KYC is a procedure undertaken by our compliance team to ensure our customers' background and eligibility for using our Services and buying the Token in accordance with the requirements and provision of the Lithuanian Law on Prevention of Money Laundering and Terrorist Financing Prevention ("AML/CTF Law"). Syndiate, UAB ensures the KYC procedures to be undertaken for all users using our Services in accordance with due diligence measures prescribed by AML/CTF Law. To read more about our compliance with AML/CTF Law and measures imposed by us to prevent and combat money laundering, terrorism financing, fraud and other financial crimes, please read our AML Policy.

Before being granted access to access to your use of our Services and the possibility to purchase the Token, respectively, you should complete the verification procedures necessary to ensure KYC. Our Compliance Team will evaluate the information you submit in accordance with their instructions and inquiries to assess it on the basis of the applicable legal requirements and policies. To provide quality assessment of our perspective customers' background information and ensure decision-making in accordance with the legal requirements in force, we ensure that the said assessment is performed by the professionals who have obtained necessary training and qualifications to undertake the tasks associated with the assessment.

We may request you to provide such information, as you name, date of birth, residential address, telephone number, e-mail address, personal identification code, as well as other information about yourself and/or your business activities, including records of such activities, proof of source and origin of funds, overview of the business structure, estimated turnover, major suppliers and partners, etc. **Please note that some of the inquired information may fall under the definition of personal data under the GDPR, therefore we strongly recommend you to read our Privacy Policy to learn of your rights as data subject providing us with your personal information.**

By providing us with the information requested to verify your identity for the purposes of KYC, you acknowledge and confirm that all the information submitted to us by you is true, accurate and complete, and you have not deliberately concealed or otherwise tampered with or altered information for the purposes of influencing the outcome of our assessment. You further agree that any information that was presented in a false, inaccurate or incomplete state is corrected by presenting additional documents and records correcting the said inadequacies. In an event of change of circumstances influencing the correctness and integrity of submitted information, you agree to notify us of such changes and present information that is up-to-date respectively.

We reserve the right to forward any information submitted to us to the competent authorities of on the basis of AML/CTF Law and other relevant legal requirements, should we have serious grounds to believe that the submitted information is associated with a case of fraud, money laundering, terrorism financing or other financial crime acts. We may further disclose such information to the competent authorities to receive their evaluation, should we be unable to conclude with full certainty the user's affiliation with any of the above-mentioned acts.

3.2. Enhanced Compliance Due Diligence

Enhanced Compliance Due Diligence is applied to those users, whose risk profile has been effectively determined as high (for more information about determining the risk profiles of our customers, please check out our AML Policy and the information already provided by you not be sufficient to finalize KYC. Therefore, we may require you to provide additional information about yourself and/or your business as well as organize meetings to further verify your identity and the nature of your business activities.

In addition, we apply Enhanced Compliance Due Diligence in case you decide to increase your transaction limits.

3.3. Right of Representation

By accepting these Terms, you acknowledge and confirm that you are acting on your behalf and purchasing the Token for yourself only. In an event of purchasing the Token by a third party acting on your behalf, such as your representative, you acknowledge that we may require you to present the respective proof of authorisation granted to the said party to act on your behalf, such as a Power of Attorney or other proof of authorisation.

Please note that appointing a third party to act on your behalf and expressing explicit permission for them to perform actions including, but not limited to purchasing the Token, does not waive any liability off you as a subject to these

Terms. Any action performed by such a third party shall be considered authorized by you and therefore being performed in accordance with your direct and indirect instruction. By accepting these Terms, you acknowledge that you retain full responsibility for the instructions given to any third party authorized to act on your behalf and any act and omission arising from the said instructions thereof. You further confirm that we are not liable for any such act or omission. You may alter or recall authorisation granted to a third party by submitting a written notice to us via e-mail: office@syndiqate.io.

Only users (including both natural and legal persons) that passed our KYC are deemed Syndiqate, UAB Customers.

KYC requires us to inquire and receive additional information from you. Please note that some of such inquired information may be considered personal data as per the European General Data Protection Regulation (the “GDPR”). To read more about how we treat your personal information and your rights associated with personal data you entrust us with, please read our Privacy Policy.

3.4. Purchase Limits

Purchase Limits are limitations imposed on the capacity of every customer upon finalizing the KYC to purchase a certain volume of the Token. Purchase Limits are determined by a variety of factors, including but not limited to your risk profile, the nature and field of your business activities, the verification steps completed, payment method of choice, and other factors. You may decide to challenge your Purchase Limits at any moment: to raise the limits, please submit a written notice to us at <https://www.syndiqate.io> or via e-mail at office@syndiqate.io.

Please note that in regards to the above-mentioned factors determining the Purchase Limits we may require you to complete Enhanced Compliance Due Diligence. In such an event, we may inquire the additional information from you, which you agree to provide in a timely and accurate manner in full amount requested by us. We will notify you of the decision to raise your limits thereof on the basis of the Enhanced Compliance Due Diligence. Please note that we reserve the right not to grant the request to raise the limits and that by submitting your information for Enhanced Compliance Due Diligence you agree that we may subsequently lower your Purchase Limits without any preliminary request or notice. A decision to raise or lower your Purchase Limits is made at our sole discretion only and only on the basis of the assessment derived from the Enhanced Compliance Due Diligence procedure.

4. BREACH OF AGREEMENT

4.1. Prohibited Use

All events of the Token purchase must abide by the rules of *bona fide*, or genuine, transaction, as well as encouragement of competitiveness, fairness, and transparency of market and market participants' activities. The following section describes practices that are prohibited on Syndiqate, UAB and therefore are taken into account when assessing an event of a Breach of these Terms and determining applicable Sanctions and Remedies. The followings acts and omissions are considered strictly prohibited in regards to all our Services and sale of the Token:

- **Unlawful activity**, meaning any activity that violates any law, regulation, legal act, or other legal instrument adopted in the countries of Syndiqate, UAB operation, including but not limited to laws of Republic of Lithuania and the regulatory regime supervised and enforced by the Lithuanian regulatory bodies in the field of business conduct, such as Bank of Lithuania and the FCIS;
- **Fraud and other acts of fraudulent nature**: this includes any act or attempt to commit such an act thereof that would inevitably deceive or trick any user, customer, or Syndiqate, UAB in regards to any Transaction or Order;
- **Market Manipulation**, or any purchase made for the purposes of disrupting a regular working operation of the market and causing inadequate volatility of Virtual

Currency prices against their fair market value. This includes committing an act of Market Manipulation as well as engaging other parties in deliberate purchase of the Token for the purposes of Market Manipulation;

- **Acts detrimental to Cybersecurity**, including introducing automated means of interface not authorised and developed by us, imposing unreasonably large amounts of data in an attempt to overload, interfere with, intercept, or cause malfunction and failure of our hard- and software and systems; attempts to purchase the Token in the name of the Customer without their authorization or knowledge; accessing and tampering with any Service that you are not authorized to access; infiltrating any malware or malicious code or software, such as viruses, Trojan, worms, developing and distributing third-party applications engaging with of our object and/or source code and our Services, and other relevant acts falling under the subject matter of the Lithuanian Law on Cyber Security;
- **Intellectual Property Infringement**, including involvement in any use of transactions with the subjects of Syndiqate's, UAB intellectual property, such as those subject to copyrights, trademark, trade secret, without prior consent and authorization by Syndiqate, UAB and in a manner that constitutes an infringement or violation of any intellectual property law or regulation of the country of Syndiqate, UAB operation, including but not limited to the Lithuanian Law on Copyright and Related Rights.

The above-mentioned provisions shall apply to Syndiqate, UAB Services at all times without exception.

Syndiqate, UAB reserves the right to refrain from providing services and terminate any relation immediately and without further notice with businesses falling under the definition of a Prohibited Business as provided in Annex 2 to these Terms. Please read Annex 2 carefully before purchasing the Token.

5. Termination of Business Relationship

Syndiqate, UAB may decide to suspend, restrict or terminate your access to our Services in any event that falls under any of the following reasons (the list of which is non-exhaustive):

- We believe that your acts may be damaging to or have resulted in consequences detrimental to our reputation;
- We are required to do so by a regulatory authority, court order, law enforcement order or the act of any other competent authority;
- We have reasonable grounds to suspect you in breaching these Terms or other applicable agreement;
- We suspect unauthorized and/or fraudulent access to our Services, or believe that your credentials have been used to gain access to our Services and purchase the Token without your consent and/or knowledge;
- We believe the security of your data has been compromised;
- We have reasonable grounds to suspect money laundering, terrorist financing, fraud or other financial crime;
- You are a subject to any ongoing/pending litigation, investigation and/or legal proceedings;
- Your activity is believed to be a subject to potential non-compliance and heightened risks in regards to the regulatory norms and requirements;
- You have performed activities with the use of our Services that fall under any of the Prohibited Use activities as stated in Section 4.1, or you have been engaged in any Prohibited Businesses subject to Annex 2 to these Terms.

In an event of a business relationship suspension or termination, any pending Token purchase will be placed on hold, cancelled or reversed. In addition, we reserve the right to restrict your ability to buy the Token taking effect immediately for any of the above-mentioned reasons.

Syndiqate, UAB will issue the reasons specifying the reasons leading to a decision to suspend, restrict or terminate your access to our Services and, where appropriate, instructions on how to effectively correct or amend erroneous information or submit missing information and documents. In an event of cancelling or withholding the execution of a Token purchase, we will effectively lift these restrictions once the necessary deficiencies have been eliminated and your activity has been deemed no longer falling under any reasons for suspension or termination.

We reserve the right to suspend, restrict, or terminate a business relationship with you and restrict your access to and use of any of our Services without specifying reasons by giving you a one-month notice. You further acknowledge that non-disclosure of reasons for a suspension or termination decision may be based on internal confidential criteria that are classified as such for the purposes of maintaining security and ensuring compliance with the relevant legal requirements associated with risk mitigation and due diligence procedures. We refrain from disclosing such criteria to any unauthorized third party under any circumstances.

6. LIABILITY

All events of our indemnification, warranty, limitations of losses and limitations of liability are hereby excluded as per the applicable law to the fullest permitted extent, if not specified otherwise herein. Neither these Terms, nor other Syndiqate, UAB agreement shall by any means exclude or limit liability which may not be limited or excluded under relevant law.

6.1. Release

You acknowledge and agree that if you wish to raise a dispute with any Syndiqate's Customer or Token holder, neither we nor any of our partners, affiliates, service providers, officers, director, employees, representatives and other parties and persons affiliated with us shall be liable in any manner for claims, losses, actions, demands, costs, expenses and damages associated with and resulting from said disputes. Any dispute of such nature shall be settled with the Customer or Customers whom it may concern notwithstanding any affiliation with our above-mentioned affiliates and us.

6.2. Indemnification

You agree to indemnify and hold harmless Syndiqate, UAB as well as any of our partners, affiliates, service providers, officers, directors, employees, representatives and other parties and persons affiliated with us from any and all claims, losses, actions, demands, costs, expenses and damages resulting from the purchase of the Token and use of our Services by you or any other third party in regards to:

- use of our Site and Services;
- breaches and violations of these Terms and other Syndiqate, UAB agreements;
- cancellation or termination of any pending purchase orders in accordance with Section 5.2;
- feedback, comments or submissions provided by you;
- erroneous, false, incomplete, or misleading information provided to us for the purposes of identity verification and source of funds;
- violation of laws and regulations, or rights of any third party.

6.3. Disclaimer of Warranties

Syndiqate, UAB Services, Token and Site are provided to you on a "as is" and "as available" basis, no promises, representations and warranties given in regards to the said basis, whether express, implied or statutory. We do not give any warranties of title, merchantability, data accuracy, system integration, quiet enjoyment, fitness for a particular purpose and/or non-infringement. We do not make any promises, representations and

warranties that access to our Services and Site shall be continuous, uninterrupted, timely, or error-free.

We shall publish and make available any information, materials, views, opinions, projections or estimates for the informative purposes only, and the said purpose is subject to change without prior notice. Any decision, act, or omission thereof undertaken by you shall be made on the basis of your own assessment of relevance, timeliness, accuracy, adequacy, completeness, reliability and value of information, materials, views, opinions, projections or estimated provided to you on the Site and via our Services. Subsequently, we shall hold no liability over any damage or loss arising directly or indirectly as a result of your use of any information, materials, views, opinions, projections or estimates provided to you on the Site and via our Services.

None of our Services, including the Token and information provided on our Site shall be perceived as investment, financial, regulatory, tax or legal advice and you should seek any of the said advice at your own discretion and independently from the professionals with relevant qualifications and/ or licenses. Any decision in regards to the purchase of the Token and use of our Site and Services made without the aid of the relevant advisor shall be your own responsibility.

Furthermore, we make no promises, representations and warranties in regards to the amount of time required to process transactions involving Virtual Currency wallets, bank accounts, credit and debit cards, and electronic money wallets as factors affecting the timeliness and processing of such transactions lie outside of the scope of our direct control. Therefore, even though we direct our best effort to ensure the timely acceptance of funds used for the purchase of the Token, we do not guarantee nor warrant any periods related to the execution of transactions via the above-mentioned means.

You agree and acknowledge that any statement relied upon by you in regards to the above-mentioned notions is derived directly from the provisions of these Terms, unless explicitly specified otherwise.

6.4. Disclaimer of Liability

In no event and under no circumstances shall Syndiqate, UAB, its affiliates, service providers, officers, directors, employees, representatives and other parties and persons affiliated with is be liable in any form or manner, in contract, tort, negligence, strict liability, or otherwise for any punitive, special, indirect, consequential, incidental, or similar damages, even in an event of prior notification of such a possibility arising thereof, in connection with these Terms of Services or any other agreement, your use, including attempted use, of our Site, Services, information, materials, views, opinions, projections or estimates provided by us, except to the extent stipulated by law.

Moreover, in no event and under no circumstances shall Syndiqate, UAB, its affiliates, service providers, officers, directors, employees, representatives and other parties and persons affiliated with is be liable in any form or manner, in contract, tort, negligence, strict liability, or otherwise for any direct damages, even in an event of prior notification of such a possibility arising thereof, in connection with these Terms of Services or any other agreement, your use, including attempted use, of our Site, Services, Token, information, materials, views, opinions, projections or estimates provided by us, except to the extent stipulated by law.

You fully acknowledge and agree that you may not recover for lost or unrealized profits, business opportunities, unintended and unforeseeable financial losses and other punitive, special, indirect, consequential or incidental damages.

In no event and under no circumstances shall we be obliged to award you any count of virtual currency as compensation for damages, nor shall we be required to offer it to you as a remedy.

Moreover, this limitation of liability concerns and applies to, in conjunction the above-mentioned statements herein, to damages, interruptions, and errors caused by computer viruses, malicious software, spyware, scamware, Trojan horses, worms, or any other malicious software or malware that may affect the operational state of your hard- and software and their security. Similarly, we shall not be liable for any phishing, spoofing, domain typosquatting, network forks, replay attacks, double-spend attacks, sybil attacks, 51% attacks, mining difficulties, failure or malfunction of any communication, electronic and mechanical equipment, telephone or other interconnection devices, changes in cryptography or consensus rules, branching of cybersecurity and hacking, and other relevant events, including force-majeure events. Additionally, we shall not be liable for any damages to you arising from the amendments, introductions, entering into force, repealing or otherwise altering legislation, regulations, policies and laws in force at any given time or date.

This disclaimer of liability shall supersede, notwithstanding the validity and conflict of and between any other section, provision or statement of these Terms thereof.

7. PERSONAL DATA PROTECTION

We collect, use, and share your personal information in accordance with our obligations and legal requirements laid down by the European General Data Protection Regulation (the "GDPR"). To learn more about how we collect, use, store, share and transfer your data as well as your rights as a data subject, please visit our Privacy Policy, which shall be incorporated into these Terms and shall be perceived in connection with other provisions of these Terms.

8. SECURITY

8.1. Reporting Security Breach

If you suspect that the security of your data have been compromised or breached, or you have become aware of any event involving your data with us and our Services and/or affecting you and/or us (including cyber-security attacks), you must notify us immediately by writing an e-mail at: office@syndiqate.io.

9. COMPLAINTS AND DISPUTE RESOLUTION

9.1. Governing Law

These Terms, your rights and obligations as well as all actions arising out of and related to these Terms shall be governed by the laws of Republic of Lithuania, applicable to these Terms in their entirety.

9.2. Complaints Filed with Us

If you have a complaint and wish to resolve a dispute arising out of it, you shall address it with our support team in the first instance before attempting to settle any dispute by means described in the next sub-sections of these Terms. Please note that a competent authority referred to in the next sub-sections may dismiss your action on the basis of your failure to settle dispute by contacting us directly in the first place. You may challenge your complaint by contacting Syndiqate, UAB Customer Support.

You shall contact our Customer Support by sending an e-mail to office@syndiqate.io. In your message, you shall indicate the points of issue, elaborating on details of your claim as precisely as possible, and present evidence supporting your claims in a form of visual (photo/video) and/or audio materials. A Customer Support specialist will respond to your message in a timely manner but no later than within 14 days from the day of the submission of a complaint. The Customer Support specialist shall then provide you with the following remedies:

- Supporting your claims and remedies proposed by you and providing their aid in obtaining said remedies;

- Rejecting your claim and identifying reasons for rejection;
- Proposing alternative remedies for dispute resolution.

In an event of an inability to contact you within the indicated notice period of 14 days, we shall notify you of the reasons for a delay and specifying the deadline by which our Customer Support specialist must contact you. The maximum period allowed for replying to your complaint shall not be longer than 30 days from the day of submitting a claim.

9.3. Alternative Dispute Resolution

You may opt to settle a dispute by alternative dispute resolution means, including mediation and arbitration, if you are unable to settle a dispute with the Customer Support, or you are not satisfied with remedies proposed to you as a result of your prior communication with our Customer Support.

9.3.1. Mediation

Any dispute between the parties relating to or arising from this contract may be submitted to a procedure of mediation conducted by a sole mediator, appointed and proceeding in accordance with the Mediation Rules of this body by the local branch - if any - of the Mediation Centre for Europe, the Mediterranean and the Middle East having its seat in Strasbourg, which Rules are in force at the date of filing of the application for mediation.

In the event of the mediation proceedings not taking place or being unsuccessful, any dispute arising from said relationships between the parties shall be determined in accordance with the Arbitration Rules and the Internal Rules of the European Court of Arbitration - being part of the European Centre of Arbitration having its seat at Strasbourg (in force at the time the application for arbitration is filed), with right to appeal - unless forbidden by the applicable procedural law - including for wrong choice of the substantive law and or for errors of substantive law and errors of fact, by way of rehearing by an appellate arbitral tribunal (if so allowed by the applicable procedural law), of which adoption of this clause constitutes acceptance.

9.3.2. Arbitration

By applying for arbitration proceedings, you agree and acknowledge that you willingly waive your right to resolve any dispute, whether existing or future, through litigation. You may, however, initiate court proceedings in the country of the seat of the arbitration to rule the appointed arbitration award invalid and unenforceable.

The arbitration proceedings will be conducted according to the provisions of the said Terms by a sole arbitrator who will be appointed, if the dispute is domestic, by the local Chapter - if any - of the European Court of Arbitration and in the absence of a local Chapter, as well as to all non-domestic disputes, by the Central Registrar in Strasbourg. The language of proceeding shall be English.

The parties undertake to keep, and to cause their Counsel, advisors, managers, employees and agents to keep strictly confidential the dispute, the facts, the documents, the evidence and the award.

The parties agree to conduct and to cause their Counsel to conduct themselves in a manner which limits the duration of the proceedings to nine months, and to avoid the production of documents and the calling of witnesses who are unnecessary or irrelevant, restraining motion practices, avoiding delays, vexatious or repetitive conduct and in general any overlawyering and accepting to pay to the other parties all legal costs caused by a breach of such commitment, even in cause of final success in the dispute.

Each party further undertakes to promptly reimburse the other parties which should pay its share of any advance requested by the European Court of Arbitration or by its local competent Chapter – if any – for the proceedings and to recognise that the other parties shall be entitled to an ex parte summary judgment, or other summary proceedings, against it for such repayment.

The parties request the arbitrator to issue as soon as possible an interim award for the part of a claim or cross claim which is undisputed or manifestly grounded.

9.4. Dispute Resolution in Court

In an event of inability to settle a dispute in any manner described in above-mentioned Sections 9.2—9.3, you have a right to initiate legal action or proceedings in the exclusive jurisdiction and venue of Vilnius District Court located in Vilnius, Lithuania. You further agree not to initiate any such legal action or proceedings in any other jurisdiction and before any other court.

10. GENERAL PROVISIONS

10.1 Intellectual Property

All intellectual property rights in regards to materials and content presented in connected with Syndiqate, UAB is subject to and enjoys protection of applicable intellectual property regulations. Material and content protected by intellectual property rights cannot and shall not be licensed to any third party under any implied license, unless specified otherwise. All materials and content subject to intellectual property rights may be used in a personal, lawful and non-commercial manner only and only in connection with you use of our Services and Site. You agree and acknowledge that any use of our materials and content in any other manner constitutes intellectual property rights infringement and may enable us to initiate appropriate legal action.

You further acknowledge and agree than distribution and sharing of our materials and content on any third party websites, file hostings, and similar services is strictly prohibited. Furthermore, Syndiqate, UAB prohibits reproduction, display, public performance, distribution and use of our materials and content for any public and commercial purposes. Any copying and sharing of our materials and content shall be done by requesting prior permission from Syndiqate, UAB and only by obtaining a written notice permitting you to do so. You further agree to retain any watermark, copyright signs and other relevant copyrights and proprietary notices associated with said materials as originally provided. Modification, alteration and selling of our materials and contents is prohibited.

10.2 Access and Availability

Please note that access to and availability of our Site and Services may be affected by events outside of our scope of control, such as volatility. In such an event, or any other event effecting access and availability of Syndiqate's UAB website, you may experience inability to purchase the Token and access our Site. Syndiqate, UAB does not guarantee or warrant flawless and uninterrupted access to and availability of our Services and Site at all times, as well as uninterrupted execution and finalization of Token purchase events. Even though our Customer Support aims at providing you with timely and efficient responses within reasonable and adequate periods, we do not warrant nor guarantee the said timeliness. Under no circumstances shall we be liable for any damages arising from the events affecting access and availability of our Services, Token and Site.

10.3. Third Party Services

You may encounter content, links to web pages and services as well as other relevant services and information provided to you by third parties while using our Site and Services. Please note that we shall not be liable for any content provided to you by third parties, nor do we have any control, direct or indirect, over the quality, quantity and subject matter of the said content. In an event of raising concerns over the quality, quantity and/or subject

matter of third-party content, you agree to address said concerns to the respective third party and any dispute arising thereof shall be settled without our participation between you and the third party in question.

10.4. Your Compliance with Applicable Law

Your compliance with applicable laws, regulations, licensing requirements and other relevant legislation, including but not limited to personal data protection and laws on anti-money laundering and terrorist financing prevention, are your sole responsibility. Syndiqate, UAB shall not be liable in any manner or form for the breach of applicable laws and regulations arising from your use of our Services and Site, nor shall we be held liable for any damages and consequences of the said breaches.

10.5. Amendments

We may adopt changes and amendments to these Terms and other Syndiqate, UAB agreements to adapt and comply with the recent development in applicable legislation or for other reasons. We will notify you of any changes and amendments to these Terms and other agreements by e-mail and on our Site at least one month in advance. Please note that your acceptance of changes and amendments is deemed valid if you have not objected or otherwise notified us in writing prior to the date of entry into force of said changes and amendments. Within a one-month notice period, you have a right to terminate any agreement immediately and free of charge.

Please note that under certain circumstances, whenever and to whichever extent permissible by law, it may be necessary for changes and amendments to take immediate effect or otherwise enter into force within a period shorter than a one-month notice. In such an event, you shall be notified of the changes and amendments taking effect immediately and be informed of your right to terminate the agreement immediately and discontinue your use of our Services and Site.

Previous versions of these Terms and other agreements shall be made available to you on our Site for your consideration.

10.6. Taxes

Syndiqate, UAB does not provide any tax advice and shall not be perceived as tax advisor. You shall be solely responsible for obtaining professional tax advice from the relevant professionals with respective qualifications and in your own jurisdiction. Syndiqate, UAB does not control and determine whether the Token purchased by you is subject to applicable taxes in your jurisdiction, as well as the procedures and obligations related to withholding, reporting, and collecting taxes to and with the relevant competent authorities in the country of your tax residence.

10.7. Relationship with Law Enforcement

We may engage in correspondence and communication with law enforcement authorities, including courts, regulators and policymakers. We may initiate such correspondence or communication at our own discretion in connection with your use of our Services, or be required to respond to request, inquiry or order of the above-mentioned law enforcement authorities in accordance with applicable legislation.

10.8. Transfer and Assignment

These Terms refer to and are applicable exclusively to you. Any rights, licenses, obligations and interests may not be assigned to or transferred to any other person, natural or legal, at any time or in any part. Any transfer or assignment of our rights, licenses, obligations and interests under these Terms may be done at our own discretion only in an event or under circumstances concerning corporate matters of reorganisation, including but not limited to

mergers and acquisitions, given the effect of such reorganisation matter does not result in negative implications for the quality of our Services.

10.9. Relationship of the Parties

For the purposes of these Terms, the relationship between Syndiqate, UAB and you is of contractual nature only. These Terms shall not be used to arrange, prove or otherwise initiate any partnership, joint venture, agency, consultancy or trusteeship relations between Syndiqate, UAB and you and any of the above-mentioned relations shall be negotiated on a separate basis and applicable terms notwithstanding the given Terms.

10.10. Force Majeure

You agree and acknowledge that Syndiqate, UAB shall not be liable for any performance failures, events of downtime, interruptions, unavailability of our Site and Services, as well as other malfunctions and delays resulting from any event or cause occurring regardless of our forecasting and beyond our direct and indirect control, including but not limited to acts of war, natural and nuclear disasters, epidemic and pandemic, acts of military and civil authorities, terrorism, sabotage, strike or other relevant labour dispute, accident, proclamation and enforcement of state of emergency, malfunction of any soft- and hardware, communication lines and means, Internet and network service providers.

10.11. Entire Agreement

These Terms as well other Syndiqate, UAB agreements adopted therein shall comprise and be perceived as entire agreement between Syndiqate, UAB and you and shall therefore supersede and prevail over any perceptions, discussions, agreements, inducements, or understandings of any kind or nature, whether written or oral.

10.12. Severability

You agree and acknowledge that in an event of any of the provision of these Terms shall be invalid or unenforceable due to the amendments and entering into force of new redactions of the law, regulation, and other legislation of any competent authority of Republic of Lithuania, we shall alter the contents of said provisions to adhere its subject matter, validity and enforceability to applicable law given its latest amendments. Furthermore, the validity and enforceability of other provisions of these Terms shall not be affected.

10.13. Change of Control

You acknowledge that in an event of Syndiqate, UAB acquisition, merger or transfer to any third party legal entity, your data, including personal data, may be shared with the said third party in regards to the rights arising from any such acquisition, merger or transfer.

10.16. Survival

All provisions that, by nature of applicable law and to the extent permissible by it, survive termination or expiration of these Terms, including but not limited to business relationship suspension or termination, debts owed to us, general use clauses and provisions, etc., shall remain binding and enforceable after the termination or expiration of these Terms.

10.17. Language

The language of these Terms presented to you in the original form is English. Any translation, including machine-made translations by third party tools and applications as well as versions of these Terms in other languages provided by us or other third parties, shall be made available to you for your understanding and perception and shall not be regarded as accurate interpretation or representation of original provisions. In case of any divergence from or inconsistency with the English language version of these Terms, the English language version shall prevail.

10.18. Governing Law and Jurisdiction

The provision of these Terms as well as the relationship between you and us shall be governed by laws of Republic of Lithuania.

11. FEEDBACK AND COMMUNICATION

For any inquiries, questions, feedback, or complaints, please contact us by any of the means provided below:

Contact our Customer Support at office@syndiqate.io or via:

- <https://www.facebook.com/Syndiqate>
- <https://twitter.com/Syndiqateinfo>

ANNEX 1: RISK DISCLOSURE

You agree and acknowledge that your access to and use of our Site and Services is your sole responsibility and you do so at your own risk. The risk of dealing in Virtual Currencies, including buying and selling of the Token, is substantial. Before purchasing the Token and using our Services you should, at your own sole discretion, assess your financial and circumstantial situation and consider whether the use of our Services is suitable for you. You should be aware of the possibilities of total and irreversible loss of your financial assets and that recovering from such loss may be difficult or impossible.

You further agree and acknowledge that:

- The risk of purchasing Virtual Currencies is substantial and you may experience losses over a short period of time;
- Liquidity pattern of Virtual Currencies is constantly fluctuating and such fluctuations may be unpredictable and substantial;
- Use, value, availability, and exchange of Virtual Currencies depend on laws and regulations currently in force and may change in regards to the legislative amendments, introduction or repealing of laws;
- Virtual Currency transactions may be irreversible, which, in the case of fraudulent or accidental transactions, may lead to significant or total losses that may be difficult or impossible to recover;
- The date and time of your transaction may not be always accurate due to some of them being recorded on a public ledger;
- Virtual Currency markets may disappear due to the unwillingness or its participants to use/exchange the given Virtual Currency, which may, in turn, lead to irreversible loss of your funds of a particular Virtual Currency;
- Your access to or use of you Virtual Currencies may be impaired by cyber-attacks and other technological and electronic reasons;
- Any of the above-mentioned risk factors are not exhaustive and may differ in regards to the changing legislation, your financial situation, and other factors associated with use of Virtual Currencies.

ANNEX 2: PROHIBITED BUSINESSES

This Annex is applicable as an addition to Section 4.1 on Prohibited Use of the Terms and shall be perceived in conjunction with the said Section. Please note that the list below is non-exhaustive and may be altered, modified and expanded in connection to the amendments in applicable legal acts and other factors and shall therefore be representative only. If you are not sure whether your business falls within the scope of the below-mentioned business activities, please contact us at: office@syndiqate.io.

By placing a Token purchase order and using our Services, you warrant and acknowledge that may not purchase the Token and use our Services for the business activities, which include but are not limited to:

- **Illegal business activities:** business activities involving fields and acts prohibited by any law, regulation, statute or ordinance; acts encouraging, instructing or aiding others to partake and engage in any activity prohibited by law;
- **Infringement of Intellectual Property rights:** business activities that infringe any patent, copyright or trademark registered in accordance with applicable law, or violate other relevant intellectual property rights, e.g. producing, selling, distributing and promoting counterfeit visual, video and audio material, software, duly registered inventions without official authorization from the patent holder, or any other material subject to licensing and intellectual property rights;
- **Drugs and Drug Paraphernalia:** sale and distribution of controlled substances and any products designed for making and consuming drugs (bongs, vaporisers, hookahs), or otherwise concealing drugs;
- **Regulated and Licensed Goods and Services:** sale of tobacco, cigarettes (including e-cigarettes), e-liquids; sale of precious metals and stones; online pharmacies, including sale of prescription medication; sale of weapons, firearms, munitions, gunpowder, and other explosives; sale of fireworks and other pyrotechnics; sale, purchase and distribution of toxic, flammable, and radioactive materials; oil and gas industries; extractive industry;
- **Illicit Substances and Pseudo-Pharmaceuticals:** sale of any product or substance that present risk to consumer safety, or make misleading or unsupported claims that have not been confirmed and verified by competent authority in the applicable country and/or obtained relevant certifications and/or licenses;
- **Counterfeit or Stolen Goods:** sale of counterfeit designer products distributed by unauthorized and unlicensed retailer/reseller; sale of replicas; sale of goods that have been imported or exported illegally; sale of stolen goods;
- **Restricted Financial Services:** check cashing; bail bonds; collection agencies;
- **Unlicensed Providers of Services in Regulated Industries:** including unlicensed foreign exchange providers, unlicensed lotteries and gambling;
- **Adult Content and Services:** pornographic materials; online and offline stores offering sale of sex-related goods; services involving escort and prostitution; adult live chats and pay-per-view adult websites;
- **Fraudulent Financial Schemes:** multi-level marketing, pyramid or Ponzi schemes, referral marketing;
- **NGOs and non-profit organizations; charities:** including accepting donations for non-profit purposes;
- **Goods and Service Providers engaging in unfair, misleading, and aggressive commercial practices:** any merchant or service provider that, at our sole discretion, implements means of harassment, coercion, including by means of physical force, or undue influence impairing consumers' freedom of choice or conduct;
- **Other High-Risk Businesses:** any businesses that are determined by us to be of high-risk profile on the basis of applicable laws and regulations, including legal requirements of AML/CTF Law, and that we subsequently believe to be pose elevated financial and/or legal risk of liability, violations and crime.