

## Terms of Use Agreement

Last Updated Date: December 14, 2025

Welcome to Synoptic Technologies, Inc. (“**Synoptic**,” “**we**,” “**us**” or “**our**”). This Terms of Use Agreement (“**Terms of Use**,” together with any applicable Supplemental Terms, the “**Agreement**”) describes the terms and conditions that apply to your (i) access to and use of the web-based, app-based or other digital platform we offer and (ii) access to, use of and/or participation in the Tournaments (as defined below), services, content, and other resources available on or enabled via our platform, including Synoptic’s social media offerings (collectively, the “**Service**”).

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS THE USE OF THE SERVICE AND APPLIES TO ALL USERS VISITING OR ACCESSING THE SERVICE. BY ACCESSING OR USING THE SERVICE IN ANY WAY, ACCEPTING THIS AGREEMENT, COMPLETING THE ACCOUNT REGISTRATION PROCESS, BROWSING OUR WEBSITE OR DOWNLOADING OUR APPLICATION, YOU REPRESENT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH SYNOPTIC, (3) YOU ARE NOT BARRED FROM USING THE SERVICE UNDER THE LAWS OF THE UNITED STATES, YOUR PLACE OF RESIDENCE OR ANY OTHER APPLICABLE JURISDICTION; AND (4) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR, IF YOU ARE ACCESSING OR USING THE SERVICE ON BEHALF OF AN ENTITY, ON BEHALF OF THE ENTITY IDENTIFIED IN THE ACCOUNT REGISTRATION PROCESS. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS DOING SO ON BEHALF OF AN ENTITY, ALL REFERENCES TO “**YOU**” OR “**YOUR**” IN THIS AGREEMENT WILL ALSO BE DEEMED TO REFER TO SUCH ENTITY. **IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICE.**

**SECTION 16 (ARBITRATION AGREEMENT) CONTAINS PROVISIONS THAT GOVERN HOW TO RESOLVE DISPUTES BETWEEN YOU AND SYNOPTIC. AMONG OTHER THINGS, SECTION 16 (ARBITRATION AGREEMENT) INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 16 (ARBITRATION AGREEMENT) ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 16 (ARBITRATION AGREEMENT) CAREFULLY.**

**UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT (AS DEFINED IN SECTION 16) WITHIN THIRTY (30) DAYS IN ACCORDANCE WITH SECTION 16.10 (30-DAY RIGHT TO OPT OUT): (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.**

**ANY DISPUTE, CLAIM OR REQUEST FOR RELIEF RELATING IN ANY WAY TO YOUR USE OF THE SERVICE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF NEW YORK, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.**

THE AGREEMENT IS SUBJECT TO CHANGE BY SYNOPTIC IN ITS SOLE DISCRETION AT ANY TIME AS SET FORTH IN SECTION 17.6 (AGREEMENT UPDATES).

- 1. USE OF THE SERVICE.** The Service and the information and content available on the Service are protected by applicable intellectual property (including copyright) laws. Unless subject to a separate license agreement between you and Synoptic, your right to access and use the Service, in whole or in part, is subject to this Agreement.

- 1. Application License.** Subject to your compliance with this Agreement, Synoptic grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of our application providing access to the Service on a single hardware device that you own or control and to run such copy of the application solely for your own personal or internal business purposes.

- 2. Supplemental Terms.** Your use of, and participation in, certain features and functionality of the Service (including Tournaments we may administer) may be subject to additional terms ("**Supplemental Terms**"). Such Supplemental Terms will either be set forth in the applicable supplemental Service or will be presented to you for your acceptance when you sign up to use the supplemental Service. If these Terms of Use are inconsistent with the Supplemental Terms, then the Supplemental Terms control with respect to such supplemental Service.

- 3. Updates.** You understand that the Service is evolving. You acknowledge and agree that Synoptic may update the Service without notifying you. Any future release, update or other addition to the Service shall be subject to this Agreement.

- 4. Tournaments.** Synoptic may offer tournaments or other contests or promotions through the Services from time to time ("**Tournaments**"). These Tournaments may be subject to additional Supplemental Terms (and, if no Supplemental Terms are presented in connection with a Tournament, these Terms of Use will apply thereto). Synoptic reserves the right to modify or cancel any Tournament, at any time, in its sole discretion.

## **2. REGISTRATION.**

- 1. Registering Your Account.** In order to access certain features of the Service, you may be required to register an account on the Service ("**Account**"), connect a digital wallet to the Service (a "**Digital Wallet**"), or have a valid account on a social networking service ("**SNS**") through which you can connect to the Service, as permitted by the Service (each such account, a "**Third-Party Account**").

**2. Access Through a Digital Wallet or SNS.** The Service may allow you to link your Account with a Third-Party Account by allowing Synoptic to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Synoptic and/or grant Synoptic access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Synoptic to pay any fees or making Synoptic subject to any usage limitations imposed by such third-party service providers. By granting Synoptic access to any Third-Party Account, you understand that Synoptic may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials that you have provided to and stored in your Third-Party Account (“**SNS Content**”) so that it is available on and through the Service via your Account. Unless otherwise specified in this Agreement, all SNS Content is considered to be Your Content (as defined in Section 3.1 (Types of Content)) for all purposes of this Agreement. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on the Service. If a Third-Party Account or associated service becomes unavailable, or Synoptic’s access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Service. You have the ability to disable the connection between your Account and your Third-Party Accounts at any time by accessing the “Settings” section of the Service. YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND SYNOPTIC DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. Synoptic makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and Synoptic is not responsible for any SNS Content.

**3. Registration Data.** In registering an account on the Service, you shall (i) provide true, accurate, current, and complete information about yourself as prompted by the registration form (the “**Registration Data**”), and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete.

**4. Your Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and will forever be owned by and inure to the benefit of Synoptic. Furthermore, you are responsible for all activities that occur under your Account. You shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Service by minors. You may not share your Account or password with anyone, and you agree to notify Synoptic immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, incomplete or not current, or Synoptic has reasonable grounds to suspect that any information you provide is untrue, inaccurate, incomplete or not current, Synoptic has the right to suspend or terminate your Account and refuse any and all current or future use of the Service (or any portion thereof). You agree not to create an Account

using a false identity or information, or on behalf of someone other than yourself. You shall not have more than one Account at any given time. Synoptic reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use the Service if you have been previously removed by Synoptic, or if you have been previously banned from any of the Service.

**5. Necessary Equipment.** You must provide all devices and other equipment necessary to access or use the Service. You are solely responsible for any fees, including internet connection or mobile fees, that you incur when accessing the Service.

## 2. RESPONSIBILITY FOR CONTENT.

**1.Types of Content.** You acknowledge that any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Service (collectively, "**Content**"), is the sole responsibility of the party from whom such Content originated. This means that you, and not Synoptic, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available ("**Make Available**") through the Service, including the SNS Content ("**Your Content**"), and that other users of the Service, and not Synoptic, are similarly responsible for all Content that they Make Available through the Service ("**User Content**"). You represent and warrant that you have the right to Make Available such Content through the Service and that your Making Available such Content does not violate any applicable law, rule or regulation, any right of any third party, or any terms governing access to or use of such Content.

**2.Storage.** Unless expressly agreed to by Synoptic in writing elsewhere, Synoptic has no obligation to store any of Your Content. Synoptic has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit, or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Service. Certain features and functionality of the Service may enable you to specify the level at which the Service restricts access to Your Content. In such cases, you are solely responsible for applying the appropriate level of access to Your Content. If you do not choose a level of access, the system may default to its most permissive setting. You agree that Synoptic retains the right to create reasonable limits on Synoptic's use and storage of Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Service and as otherwise determined by Synoptic in its sole discretion.

## 3. OWNERSHIP.

**1.The Service.** Except with respect to Your Content, you agree that Synoptic and its suppliers or licensors own all rights, title and interest in the Service (including but not limited to, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, and Synoptic software). You shall not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service.

**2. Trademarks.** All stylizations, graphics, logos, service marks and trade names used on or with the Service are the trademarks of Synoptic and may not be used without permission in connection with your, or any third-party's, products or services. Other trademarks, service marks and trade names that may appear on or in the Service are the property of their respective owners.

**3. Your Content.** Synoptic does not claim ownership of Your Content. However, when you Make Available any Content on or to the Service, you represent that you own and/or have sufficient rights to Your Content to grant the license set forth in Section 4.4 (License to Your Content).

**4. License to Your Content.** Subject to any applicable Account settings that you select, you grant Synoptic a non-exclusive, transferable, perpetual, irrevocable, worldwide, fully-paid, royalty-free, sublicensable (through multiple tiers of sublicensees) right (including any moral rights) and license to use, copy, reproduce, modify, adapt, prepare derivative works from, translate, distribute, publicly perform, publicly display and derive revenue or other remuneration from Your Content (in whole or in part) for the purposes of operating and providing the Service to you and to our other users. Please remember that other users may be able to search for, see, use, modify and/or reproduce any of Your Content that you submit to any area of the Service that is accessible by other users.

**5. Username.** Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments, or any other area on the Service, you hereby expressly permit Synoptic to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

**6. Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Synoptic through its suggestion, feedback, forum, or similar pages ("**Feedback**") is at your own risk and that Synoptic has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Synoptic a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Service and/or Synoptic's business.

**4. USER CONDUCT AND CERTAIN RESTRICTIONS.** As a condition of use, you agree not to use the Service for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party to): (i) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Service or any portion of the Service; (ii) frame or utilize framing techniques to enclose any trademark or logo located on the Service or any other portion of the Service (including images, text, page layout or form); (iii) use any metatags or other "hidden text" using Synoptic's name or trademarks; (iv) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the

Service except to the extent the foregoing restrictions are expressly prohibited by applicable law; (v) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to “scrape” or download data from any web pages contained in the Service (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (vi) remove or destroy any copyright notices or other proprietary markings contained on or in the Service; (vii) impersonate any person or entity, including any employee or representative of Synoptic; (viii) interfere with or attempts to interfere with the proper functioning of the Service or use the Service in any way not expressly permitted by this Agreement, including but not limited to violating or attempting to violate any security features of the Service, introducing viruses, worms, or similar harmful code into the Service, or interfering or attempting to interfere with use of the Services by any other user, host, or network, including by means of overloading, “flooding,” “spamming,” “mail bombing,” or “crashing” the Service; (ix) take any action or Make Available any Content on or through the Service that: (A) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, offensive, or profane; (B) constitutes unauthorized or unsolicited advertising, junk or bulk email; or (C) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without Synoptic’s prior written consent; (x) use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement; (xi) carry out or knowingly facilitate any illegal activities in connection with or in any way related to your access to and use of the Service, including but not limited to money laundering, terrorist financing, or deliberately engaging in activities designed to adversely affect the performance of the Services; (xii) use the Service to carry out any financial activities subject to registration or licensing, including but not limited to using the Service to transact in securities, debt financings, equity financings or other similar transactions except in strict compliance with applicable law; (xiii) use the Service to participate in fundraising for a business, protocol, or platform except in strict compliance with applicable law; (xiv) Make Available any Content that violates any right of any third party or any applicable law, rule or regulation, or infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; or (xv) post or Make Available a photograph of another person without that person’s permission. The rights granted to you in this Agreement are subject to your compliance with the restrictions set forth in this section. Any unauthorized use of the Service terminates the licenses granted by Synoptic pursuant to this Agreement.

## **5. DATA STREAMS SERVICE.**

- 1. Marketplace.** The Service includes a Data Streams service (the “Marketplace”) where users can provide, sell, access, or interact with various data streams (“Data Streams”). All Data Streams available through the Marketplace constitute Content within the meaning of this Agreement and are subject to additional terms, including but not limited to usage rights, restrictions, and pricing terms specific to each Data Stream (“Data Stream Terms”). The Data Stream Terms include any terms, conditions, restrictions, or requirements specified in the Data Stream’s description section. In the event of any conflict between this Agreement and any Data Stream Terms, this Agreement shall

govern and control. Any terms in a Data Stream's description that conflict with, attempt to modify, or purport to supersede this Agreement are void to the extent of such conflict. Users must review and comply with all terms specified in a Data Stream's description before purchasing or using that Data Stream, provided such terms do not conflict with this Agreement.

## **2. Data Streams Ownership and Rights.**

1. Data Streams constitute Content within the meaning of this Agreement. By making a Data Stream available through the Marketplace, you acknowledge and agree that all rights granted to Synoptic under Sections 3.3 and 3.4 apply fully to such Data Stream and all data, information, and content contained therein.
2. Without limiting any other provisions of this Agreement, when you provide or make available a Data Stream through the Marketplace: (i) you grant Synoptic all rights necessary to operate, access, display, distribute, use, and derive value from such Data Stream for the purposes of operating and maintaining the Service;
3. You acknowledge that the aggregation, organization, and presentation of Data Streams through the Marketplace constitutes valuable intellectual property of Synoptic.

## **3. Data Stream Licensing and Restrictions.**

1. When you purchase or subscribe to a Data Stream, you receive a limited, non-exclusive, non-transferable license to access and use the Data Stream solely in accordance with the applicable Data Stream Terms.
2. Unless explicitly permitted in the Data Stream Terms, you may not: (i) redistribute, resell, sublicense, or otherwise make the Data Stream available to third parties; (ii) store or cache substantial portions of Data Stream content except as necessary for your authorized use; (iii) use the Data Stream to create derivative products or services; (iv) use the Data Stream in any manner that could compete with the Data Stream provider or Synoptic.

## **4. API Usage and Restrictions.**

1. API Access. Access to Data Streams via Synoptic's API is subject to: (i) Synoptic's API documentation and technical requirements; (ii) Rate limits and usage quotas as specified in your subscription plan; (iii) API authentication and security requirements.
2. API Usage Restrictions. When using the API, you may not: (i) Exceed rate limits or circumvent usage restrictions; (ii) Use automated methods to create multiple API connections; (iii) Reverse engineer or attempt to extract the source code of our API; (iv) Share or transfer your API credentials; (v) Use the API in a manner that could damage, disable, or impair our servers or networks.

3. API Modifications. Synoptic reserves the right to: (i) Modify, update or discontinue the API at any time; (ii) Suspend or terminate API access for violations of these terms; (iii) Require upgrades or migrations to new API versions within a reasonable timeframe.

## **5. Data Stream Provider Obligations**

1. Eligibility and Compliance. Data Stream providers must: (i) Have all necessary rights and permissions to distribute their Data Stream content; (ii) Comply with all applicable laws and regulations regarding data distribution; (iii) Provide clear attribution and source information where required.
2. Service Level Requirements. Data Stream providers must: (i) Maintain minimum uptime requirements as specified in the Data Stream Terms; (ii) Provide timely notice of any scheduled maintenance or updates; (iii) Promptly address any technical issues or outages; (iv) Maintain consistent data quality and update frequency as advertised.
3. Content Standards. Data Stream providers shall: (i) Ensure data accuracy and reliability; (ii) Provide data in standardized formats as specified in documentation;
4. Support and Communication. Data Stream providers must: (i) Respond to support inquiries within reasonable timeframes; (ii) Provide advance notice of any material changes to their Data Streams; (iii) Maintain current contact information for support and operational issues; (iv) Notify Synoptic and affected users of any security incidents or data breaches.
5. Termination and Continuity. Data Stream providers shall: (i) Provide at least 30 days notice before discontinuing a Data Stream; (ii) Maintain reasonable transition periods for affected subscribers; (iii) Comply with data retention requirements as specified by Synoptic; (iv) Cooperate with Synoptic to ensure orderly transition or termination of services.

## **6. INVESTIGATIONS, MONITORING, & NO OBLIGATION TO PRE-SCREEN CONTENT.**

Synoptic may, but is not obligated to, investigate, monitor, pre-screen, remove, refuse, or review the Service and/or Content, including Your Content and User Content, at any time. You hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications.

Without limiting the foregoing, Synoptic reserves the right to: (a) remove or refuse to post any of Your Content for any or no reason in our sole discretion; (b) take any action with respect to any of Your Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public, or could create liability for Synoptic; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their

intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to and cooperation with law enforcement and/or other applicable legal authorities, for any illegal or unauthorized use of the Service or if Synoptic otherwise believes that criminal activity has occurred; and/or (e) terminate or suspend your access to all or part of the Service for any or no reason, including without limitation, any violation of this Agreement. Upon determination of any possible violations by you of any provision of this Agreement, Synoptic, may, at its sole discretion immediately terminate your license to use the Service, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

If Synoptic believes that criminal activity has occurred, Synoptic reserves the right to, except to the extent prohibited by applicable law, disclose any information or materials on or in the Service, including Your Content, in Synoptic's possession in connection with your use of the Service, to (i) comply with applicable laws, legal process or governmental request, (ii) enforce this Agreement, (iii) respond to any claims that Your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property, or personal safety of Synoptic, its users or the public, and all enforcement or other government officials, as Synoptic in its sole discretion believes to be necessary or appropriate.

## 6. INTERACTIONS WITH OTHER USERS.

**1. User Responsibility.** You are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service; provided, however, that Synoptic reserves the right, but has no obligation, to intercede in any disputes between you and any other users. You agree that Synoptic will not be responsible for any liability incurred as the result of your interactions with other users.

**2. Content Provided by Other Users.** The Service may contain User Content provided by other users. Synoptic is not responsible for and does not control User Content. Synoptic does not approve or endorse, or make any representations or warranties with respect to, User Content. You use all User Content and interact with other users at your own risk.

## 7. THIRD-PARTY SERVICE.

**1. Third-Party Websites, Applications and Ads.** The Service may contain links to third-party websites ("**Third-Party Websites**"), applications ("**Third-Party Applications**") and advertisements for third parties ("**Third-Party Ads**") (collectively, the "**Third-Party Services**"). When you click on a link to a Third-Party Service, we will not warn you that you have left the Service and you become subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Services are not under the control of Synoptic. Synoptic is not responsible for any Third-Party Services. Synoptic provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith. You use all links in Third-Party Services at your own risk. When you leave our Service, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

**2. Sharing Your Content and Information Through Third-Party Services.** Synoptic may provide tools through the Service that enable you to export information, including Your Content, to Third-Party Services. By using one of these tools, you agree that Synoptic may transfer that information to the applicable Third-Party Service. Synoptic is not responsible for any Third-Party Service's use of your exported information.

**3. Third-Party Application Access.** With respect to any Synoptic application accessed through or downloaded from the Apple App Store (an "**App Store Sourced Application**"), you shall only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple Media Terms of Service, except that such App Store Sourced Application may be accessed, acquired, and used by other accounts associated with the purchaser via Apple's Family Sharing function, volume purchasing, or Legacy Contacts function. Notwithstanding the first sentence in this section, with respect to any Synoptic application accessed through or downloaded from the Google Play store (a "**Google Play Sourced Application**"), you may have additional license rights with respect to use of such application on a shared basis within your designated family group.

**4. Accessing and Downloading the Application from the Apple App Store.** The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

1. You acknowledge and agree that (i) this Agreement is concluded between you and Synoptic only, and not Apple, and (ii) Synoptic, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

2. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

3. In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Synoptic and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Company.

4. You and Synoptic acknowledge that, as between Synoptic and Apple, Apple is not responsible for addressing any claims you have or of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

5. You and Synoptic acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Synoptic and Apple, Synoptic, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

6. You and Synoptic acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

7. Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

## 8. FEES AND PURCHASE TERMS.

1. **Third-Party Service Provider.** The Synoptic uses Stripe, Inc. and its affiliates as its third-party service provider for payment services (e.g., card acceptance, merchant settlement, and related services) ("**Third-Party Service Provider**"). If you make a purchase on the Service, you will be required to provide your payment details and any additional information required to complete your order directly to our Third-Party Service Provider. You agree to be bound by Stripe's Privacy Policy (currently accessible at <https://stripe.com/us/privacy>) and its Terms of Service (currently accessible at <https://stripe.com/ssa>) and hereby consent and authorize the Synoptic and Stripe to share any information and payment instructions you provide with one or more Third-Party Service Provider(s) to the minimum extent required to complete your transactions. Please note that online payment transactions may be subject to validation checks by our Third-Party Service Provider and your card issuer, and we are not responsible if your card issuer declines to authorize payment for any reason. For your protection, our Third-Party Service Provider uses various fraud prevention protocols and industry standard verification systems to reduce fraud and you authorize it to verify and authenticate your payment information. Your card issuer may charge you an online handling fee or processing fee. We are not responsible for this. In some jurisdictions, our Third-Party Service Provider may use third parties under strict confidentiality and data protection requirements for the purposes of payment processing services.

2. **Payment.** You shall pay all fees or charges ("**Fees**") to your Account in accordance with the fees, charges and billing terms in effect at the time a Fee is due and payable. By providing Synoptic and/or our Third-Party Service Provider with your payment information, you agree that Synoptic and/or our Third-Party Service Provider is authorized to immediately invoice your Account for all Fees due and payable to Synoptic hereunder and that no additional notice or consent is required. You shall immediately notify Synoptic of any change in your payment information to maintain its completeness and accuracy. Synoptic reserves the right at any time

to change its prices and billing methods in its sole discretion. You agree to have sufficient funds or credit available upon placement of any order to ensure that the purchase price is collectible by us. Your failure to provide accurate payment information to Synoptic and/or our Third-Party Service Provider or our inability to collect payment constitutes your material breach of this Agreement. Except as set forth in this Agreement, all Fees for the Service are non-refundable.

**3. Subscriptions.** If you purchase access to certain features and functionality of the Services on a time-limited basis (a “**Subscription**”), the Fee for such Subscription (“**Service Subscription Fee**”) will be billed at the start of the Subscription (“**Subscription Service Commencement Date**”) and at regular intervals in accordance with your elections at the time of purchase. Synoptic reserves the right to change the timing of our billing. Synoptic reserves the right to change the Subscription pricing at any time in accordance with Section 17.6 (Agreement Updates). If changes to the Subscription price occur that impact your Subscription, Synoptic will use commercially reasonable efforts to notify you, such as by sending an email to the email address associated with your Account. If you do not agree with such changes, you may cancel your Subscription as set forth in Section 9.3(a)(i) (Cancelling Subscriptions Purchased via Synoptic).

**1. Automatic Renewal.** If you elect to purchase a Subscription, your Subscription will continue and automatically renew at Synoptic’s then-current price for such Subscription until terminated in accordance with this Agreement. The frequency at which your Subscription renews (i.e., weekly, monthly, annually, etc.) will be designated at the time at you sign up for the Subscription. By subscribing, you authorize Synoptic to charge the payment method designated in your Account now, and again at the beginning of any subsequent Subscription period. Upon renewal of your Subscription, if Synoptic does not receive payment, (i) you shall pay all amounts due on your Account upon demand and/or (ii) you agree that Synoptic may either terminate or suspend your Subscription and continue to attempt to charge your designated payment method until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new Subscription commitment period will begin as of the day payment was received).

**1. Cancelling Subscriptions Purchased via Synoptic.** If you purchased your Subscription directly from Synoptic, you may cancel your Subscription by logging into and going to the “Change/Cancel Membership” page of your “Account Settings” page. If you do not wish your Account to renew automatically, or if you want to change or terminate your Subscription, you must contact Synoptic at info@synoptic.com, or log in and go to the “Change/Cancel Membership” page on your “Account Settings” page.

**2. Effect of Cancellation.** If you cancel your Subscription, you may use your Subscription until the end of your then-current Subscription term; your Subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the Service Subscription Fee paid for the then-current Subscription period.

**4. Taxes.** The Fees do not include any Sales Tax (defined below) that may be due in connection with the Service provided under this Agreement. If Synoptic determines it has a legal obligation to collect Sales Tax from you in connection with this Agreement, Synoptic shall collect such Sales Tax in addition to the Fees. If any services, or payments for any services under this Agreement are subject to any Sales Tax in any jurisdiction and you have not remitted the

applicable Sales Tax to Synoptic, you shall be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you shall indemnify Synoptic for any liability or expense Synoptic may incur in connection with such Sales Taxes. Upon Synoptic's request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "**Sales Tax**" means any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

**5. Withholding Taxes.** You shall make all payments of Fees to Synoptic free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of Fees to Synoptic shall be your sole responsibility, and you shall provide Synoptic with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

**6. Advertising Revenue.** Synoptic reserves the right to display Third-Party Ads before, after, or in conjunction with Content posted on the Service, and you acknowledge and agree that Synoptic has no obligation to you in connection therewith (including, without limitation, any obligation to share revenue received by Synoptic as a result of such advertising).

**9. INDEMNIFICATION.** You shall indemnify and hold harmless Synoptic, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a "**Synoptic Party**" and collectively, the "**Synoptic Parties**") from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (i) Your Content; (ii) your use of, or inability to use, the Service; (iii) your violation of this Agreement; (iv) your violation of any rights of another party, including any user; or (v) your violation of any applicable laws, rules or regulations. Synoptic reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Synoptic in asserting any available defenses. This provision does not require you to indemnify any of the Synoptic Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Service provided hereunder. You agree that the provisions in this section will survive any termination of your Account, this Agreement and/or your access to the Service.

## **10. PAYMENT PROCESSING AND MARKETPLACE PAYMENTS.**

### **1. Payment Processing and Stripe Connect**

1. The Service uses Stripe, Inc. and its affiliates ("Stripe") as its third-party service provider for payment processing and marketplace services through Stripe Connect. By offering or purchasing Data Streams on the Marketplace, you agree to: (i) Be bound by Stripe's Connected Account Agreement (currently accessible at <https://stripe.com/connect-account/legal>); (ii) Be bound by Stripe's Services Agreement (currently accessible at <https://stripe.com/legal>); (iii) Allow Synoptic and Stripe to share any information and payment instructions you provide to the minimum extent required to complete your transactions; (iv) Provide accurate and complete information for your Stripe Connect account and keep it updated.

2. Data Stream Providers must: (i) Create and maintain a valid Stripe Connect account to receive payments; (ii) Comply with Stripe's terms of service, policies, and requirements; (iii) Provide any additional information required by Stripe for identity verification or regulatory compliance.
3. For Data Stream Providers, payouts will be processed according to your Stripe Connect account settings and the applicable payout schedule.

## **2. Data Stream Pricing and Marketplace Payments**

1. Data Stream pricing and payment processing: (i) Data Stream providers set their own prices and payment terms for their Data Streams, subject to Synoptic's policies; (ii) All Data Stream transactions are processed through Stripe Connect; (iii) Synoptic charges a marketplace fee that is automatically calculated and deducted from each transaction; (iv) Data Stream providers receive payouts through their Stripe Connect accounts, less applicable fees and charges.
2. Taxes: (i) Data Stream providers are responsible for all taxes on their earnings from Data Stream sales; (ii) Data Stream providers must provide valid tax information as required by Stripe and applicable laws.
3. Refunds and Disputes: (i) Refund policies must be clearly specified in the Data Stream Terms; (ii) Synoptic reserves the right to process refunds in accordance with our Marketplace Guidelines; (iii) In the event of a dispute, funds may be held in accordance with Stripe's dispute resolution policies.
4. Account Status: (i) Synoptic reserves the right to suspend payouts or terminate marketplace participation if a Data Stream provider's Stripe Connect account becomes invalid or non-compliant; (ii) Data Stream providers must maintain valid banking information and respond promptly to any requests from Stripe regarding their account.

## **3. Payment Disputes and Holds**

1. Synoptic and/or Stripe may place a hold on funds or delay payouts if: (i) Suspicious or potentially fraudulent activity is detected; (ii) A Data Stream provider has received an unusual number of customer complaints or refund requests; (iii) Required to comply with legal obligations or court orders; (iv) Necessary to enforce our terms or protect our rights.
2. Data Stream providers agree that: (i) Stripe's dispute resolution process will govern all payment disputes; (ii) Synoptic may share relevant transaction data with Stripe to resolve disputes; (iii) Decisions made through Stripe's dispute resolution process are binding.

## **11. DISCLAIMER OF WARRANTIES.**

1. **As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICE IS AT YOUR

SOLE RISK, AND THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE SYNOPTIC PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICE.

1. THE SYNOPTIC PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICE WILL MEET YOUR REQUIREMENTS (SUCH AS THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICE); (2) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE ADVICE, RESULTS, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

2. YOU ASSUME ALL RISK WHATSOEVER IN PARTICIPATING IN ANY TOURNAMENTS.

3. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICE IS ACCESSED AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND/OR ANY DEVICE YOU USE TO ACCESS THE SERVICE, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

4. FROM TIME TO TIME, SYNOPTIC MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT SYNOPTIC'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

**2. SYNOPTIC IS NOT AN INVESTMENT ADVISOR. NONE OF SYNOPTIC, ITS SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE FOR INVESTMENT AND OTHER FINANCIAL DECISIONS, OR DAMAGES, OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES. NONE OF SYNOPTIC, ITS SUPPLIERS OR LICENSORS SHALL BE CONSIDERED AN "EXPERT" UNDER THE APPLICABLE SECURITIES LEGISLATION IN YOUR JURISDICTION. NEITHER SYNOPTIC NOR ITS SUPPLIERS OR LICENSORS WARRANT THAT THIS WEBSITE COMPLIES WITH THE REQUIREMENTS OF ANY APPLICABLE REGULATORY AUTHORITY, SECURITIES AND EXCHANGE COMMISSION, OR ANY SIMILAR ORGANIZATION OR REGULATOR OR WITH THE SECURITIES LAWS OF ANY JURISDICTION.**

**3. THE MARKETPLACE AND ALL DATA STREAMS ARE PROVIDED "AS IS" AND "AS AVAILABLE." SYNOPTIC DISCLAIMS ALL WARRANTIES RELATED TO THE MARKETPLACE OR ANY DATA STREAM, INCLUDING MERCHANTABILITY, FITNESS FOR**

**A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SYNOPTIC DOES NOT WARRANT THAT ANY DATA STREAM WILL BE ERROR-FREE, UNINTERRUPTED, OR MEET YOUR REQUIREMENTS. YOU BEAR ALL RISKS ASSOCIATED WITH YOUR USE OF ANY DATA STREAM FOR TRADING OR INVESTMENT PURPOSES. SPECIFICALLY, AND WITHOUT LIMITING THE FOREGOING:**

- 1. NO DATA STREAM CONSTITUTES FINANCIAL OR INVESTMENT ADVICE. SYNOPTIC IS NOT A FINANCIAL ADVISOR, BROKER, OR DEALER.**
- 2. ANY TRADING OR INVESTMENT DECISIONS YOU MAKE USING DATA STREAMS ARE MADE AT YOUR OWN RISK. SYNOPTIC SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, OR COSTS ARISING FROM OR RELATED TO SUCH DECISIONS.**
- 3. PAST PERFORMANCE DATA DOES NOT GUARANTEE FUTURE RESULTS.**
- 4. DATA STREAM DELAYS, INACCURACIES, OR GAPS MAY EXIST AND SYNOPTIC ASSUMES NO RESPONSIBILITY FOR ANY RESULTING LOSSES.**

**4. No Liability for Conduct of Third Parties.** YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH THIRD PARTIES ON THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT THE SYNOPTIC PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE SYNOPTIC PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. YOU UNDERSTAND THAT SYNOPTIC DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS. SYNOPTIC MAKES NO WARRANTY THAT THE GOODS OR SERVICE PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

**5. No Liability in Connection with Open-Source Software.** Notwithstanding anything to the contrary in these Terms of Use, you acknowledge and agree that any software or services you access under the terms of an OSS license ("**OSS License**") is at your own risk, and Synoptic shall not be liable for any damages, other liabilities or harm to any person or entity relating to any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances outside beyond Synoptic control, including without limitation through your use of any content under the terms of an OSS License.

**6. No Liability for Third-Party Materials.** As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for Synoptic to monitor such materials and that you access these materials at your own risk.

**7. Risks Associated with Your Digital Wallet.** You represent and warrant that you (i) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of your Digital Wallet; (ii) know, understand and accept the risks associated with

your Digital Wallet; and (iii) accept the risks associated with blockchain technology generally, and are responsible for conducting your own independent analysis of the risks specific to your use of the Services. You further agree that Synoptic will have no responsibility or liability for such risks. You acknowledge that there is a risk that third parties may obtain unauthorized access to information stored within your Digital Wallet. You accept and acknowledge that Synoptic will not be responsible for any communication failures, disruptions, errors, distortions, delays or losses you may experience when using blockchain technology, however caused. You control your Digital Wallet, and Synoptic is not responsible for its performance, nor any risks associated with the use thereof.

## **12. LIMITATION OF LIABILITY.**

**1. Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL THE SYNOPTIC PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT ANY SYNOPTIC PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE, OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICE OR THIRD PARTIES, ON ANY THEORY OF LIABILITY, INCLUDING TO THE EXTENT RESULTING FROM: (i) THE USE OR INABILITY TO USE THE SERVICE; (ii) ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATED TO THE SERVICE, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY DOES NOT APPLY TO LIABILITY OF A SYNOPTIC PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A SYNOPTIC PARTY'S NEGLIGENCE; OR FOR (A) ANY INJURY CAUSED BY A SYNOPTIC PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

**2. Cap on Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SYNOPTIC PARTIES SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (i) THE TOTAL AMOUNT PAID TO SYNOPTIC BY YOU DURING THE THREE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; (ii) \$100; OR (iii) IF APPLICABLE, THE STATUTORY REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY DOES NOT APPLY TO LIABILITY OF A SYNOPTIC PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A SYNOPTIC PARTY'S NEGLIGENCE; OR (B) ANY INJURY CAUSED BY A SYNOPTIC PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

**3. User Content.** SYNOPTIC ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

**4. Exclusion of Damages.** CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**5. Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SYNOPTIC AND YOU.

- 13. PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.** It is Synoptic's policy to terminate membership privileges of any user who repeatedly infringes copyright, trademark, or other intellectual property rights upon prompt notification to Synoptic by the respective intellectual property owner or their legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes intellectual property rights infringement, please provide our designated intellectual property agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright, trademark, or other intellectual property right; (ii) a description of the copyrighted work, trademark, or other intellectual property right that you claim has been infringed; (iii) a description of the location on the Service of the material that you claim is infringing; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright, trademark, or other intellectual property right owner, its agent or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright, trademark, or other intellectual property right owner or authorized to act on the copyright, trademark, or other intellectual property right owner's behalf.

Synoptic Technologies Inc respects the intellectual property rights of others. Per the DMCA, we will respond expeditiously to claims of copyright infringement on the Site if submitted to our Copyright Agent as described below. Upon receipt of a notice alleging copyright infringement, We will take whatever action it deems appropriate within its sole discretion, including removal of the allegedly infringing materials and termination of access for repeat infringers of copyright-protected content.

If you believe that your intellectual property rights have been violated by us or by a third party who has uploaded materials to our website, please provide the following information to the designated Copyright Agent listed below:

A description of the copyrighted work or other intellectual property that you claim has been infringed;

A description of where the material that you claim is infringing is located on the Site;

An address, telephone number, and email address where we can contact you and, if different, an email address where the alleged infringing party, if not we, can contact you;

A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law;

A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;

Your electronic or physical signature.

Synoptic Technologies Inc may request additional information before removing any allegedly infringing material. In the event we remove the allegedly infringing materials, we will immediately notify the person responsible for posting such materials that we removed or disabled access to the materials. We may also provide the responsible person with your email address so that the person may respond to your allegations.

Pursuant to 17 U.S.C. 512(c). Synoptic Technologies Inc designated Copyright Agent is:

Jonathan Bailey

CopyByte

3157 Gentilly Blvd Suite # 2254

New Orleans, LA 70122

Phone: 1-504-356-4555

Email: [synoptic-dmca@copybyte.com](mailto:synoptic-dmca@copybyte.com)

#### **14. TERM AND TERMINATION.**

**1. Term.** The term of this Agreement commences on the date when you accept this Agreement (as described in the preamble above), and continues in full force and effect while you use the Service, unless terminated earlier in accordance with this Agreement.

**2. Termination of Service by Synoptic.** If you have materially breached any provision of this Agreement, or if Synoptic is required to do so by law (e.g., where the provision of the Service is, or becomes, unlawful), Synoptic has the right to, immediately and without notice, suspend or terminate any Service provided to you. Synoptic reserves the right to terminate this Agreement or your access to the Service at any time without cause upon notice to you. You agree that all terminations for cause are made in Synoptic's sole discretion and that Synoptic shall not be liable to you or any third party for any termination of your Account.

**3. Termination by You.** If you want to terminate this Agreement, you may do so by (i) notifying Synoptic at any time and (ii) closing your Account for the Service. Your notice should be sent, in writing, to Synoptic's address set forth below.

**4. Effect of Termination.** Upon termination of the Service or the applicable feature or functionality thereof, your right to use the Service or the applicable feature or functionality thereof will automatically terminate, and we may delete Your Content associated therewith from

our live databases. If we terminate your Account for cause, we may also bar your further use or access to the Service. Synoptic will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of this Agreement which by their nature should survive, will survive termination of Service, including without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

**5. No Subsequent Registration.** If this Agreement is terminated for cause by Synoptic or if your Account or ability to access the Service is discontinued by Synoptic due to your violation of any portion of this Agreement or for conduct otherwise deemed inappropriate, then you agree that you shall not attempt to re-register with or access the Service through use of a different member name or otherwise.

**15. INTERNATIONAL USERS.** The Service may be accessed from countries around the world and may contain references to services and Content that are not available in your country. These references do not imply that Synoptic intends to announce such service or Content in your country. The Service is controlled and offered by Synoptic from its facilities in the United States of America. Synoptic makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other countries do so at their own volition and are responsible for compliance with local law.

**16. ARBITRATION AGREEMENT. Please read this section (the “Arbitration Agreement”) carefully. It is part of your contract with Synoptic and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

**1. Applicability of Arbitration Agreement.** Subject to the terms of this Arbitration Agreement, you and Synoptic agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Service, any communications you receive, any products sold or distributed through the Service or this Agreement and prior versions of this Agreement, including claims and disputes that arose between you and us before the effective date of this Agreement (each, a “**Dispute**”) will be resolved by binding arbitration, rather than in court, except that: (i) you and Synoptic may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (ii) you or Synoptic may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “Dispute” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of this Agreement.

**2. Informal Dispute Resolution.** There might be instances when a Dispute arises between you and Synoptic. If that occurs, Synoptic is committed to working with you to reach a reasonable resolution. You and Synoptic agree that good faith informal efforts to resolve (**Resolution**). You and Synoptic therefore- agree that before either party commences arbitration Disputes can result in a prompt, low cost and mutually beneficial outcome (“**Informal Dispute Resolution**” against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“**Informal Dispute**

**Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Synoptic that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to [info@synoptic.com](mailto:info@synoptic.com) or regular mail to our offices located at 405 RXR Plaza, Ste 405 Uniondale, NY 11556, USA . The Notice must include: (1) your name; (2) the name, telephone number, mailing address and e-mail address of your name, telephone number, mailing address, e mail address associated with your Account (if you counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party’s Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

**3. Waiver of Jury Trial.** YOU AND SYNOPTIC HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Synoptic are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 16.1 (Applicability of Arbitration Agreement). There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**4. Waiver of Class and Other Non-Individualized Relief.** YOU AND SYNOPTIC AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 16.9 (BATCH ARBITRATION), EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this

Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party’s individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under Section 16.9 (Batch Arbitration). Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this section are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Synoptic agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or

federal courts located in the State of New York. All other Disputes shall be arbitrated or litigated in small claims court. This section does not prevent you or Synoptic from participating in a class-wide settlement of claims.

**5. Rules and Forum.** This Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Synoptic agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (“**AAA**”), in accordance with the Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “**Request**”). The Request must include: (1) the name, telephone number, mailing applicable) -as well as the email address associated with any applicable Account; (2) a address, e mail address of the party seeking arbitration and the account username (if statement of the legal claims being asserted and the factual bases of those claims; (3) a controversy in United States dollars; (4) a statement certifying- completion of the Informal description of the remedy sought and an accurate, good faith calculation of the amount in Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Synoptic otherwise agree, or the Batch Arbitration process discussed in Section 16.9 (Batch Arbitration) is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely set forth in the applicable AAA Rules.

You and Synoptic agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and shall be subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

**6. Arbitrator.** The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of New York and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under Section 16.9 (Batch Arbitration) is triggered, the AAA will appoint the arbitrator for each batch.

**7. Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to Section 16.4 (Waiver of Class and Other Non-Individualized Relief), including any claim that all or part of Section 16.4 (Waiver of Class and Other Non-Individualized Relief) is unenforceable, illegal, void or voidable, or that such Section 16.4 (Waiver of Class and Other Non-Individualized Relief) has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in Section 16.9 (Batch Arbitration), all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in Section 16.9 (Batch Arbitration). The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

**8. Attorneys' Fees and Costs.** The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Synoptic need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

**9. Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and Synoptic agree that in the event that there are one-hundred (100) or more individual Requests of a substantially similar nature filed against Synoptic by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“**Batch Arbitration**”).

All parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Synoptic.

You and Synoptic agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

**10. 30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: info@synoptic.com, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address associated with your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

**11. Invalidity, Expiration.** Except as provided in Section 16.4 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Synoptic as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all

applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

**12. Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Synoptic makes any future material change to this Arbitration Agreement, we will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Synoptic at [info@synoptic.com](mailto:info@synoptic.com), your continued use of the Service, including the acceptance of products and services offered on the Service following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Service, any communications you receive, any products sold or distributed through the Service or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement) remain in full force and effect. Synoptic will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

## **16. GENERAL PROVISIONS.**

**1. Electronic Communications.** The communications between you and Synoptic may take place via electronic means, whether you visit the Service or send Synoptic emails, or whether Synoptic posts notices on the Service or communicates with you via email. For contractual purposes, you (i) consent to receive communications from Synoptic in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Synoptic electronically provides to you satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“**E-Sign**”).

**2. Assignment.** The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Synoptic’s prior written consent. Synoptic may, without your consent, freely assign and transfer this Agreement, including any of its rights, obligations, or licenses granted under this Agreement. Any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**3. Force Majeure.** Synoptic shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

**4. Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Service, please contact us at: [info@synoptic.com](mailto:info@synoptic.com). We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

**5. Consumer Complaints.** In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Service of the

California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

**6. Agreement Updates.** When changes are made, Synoptic will make a new copy of this Terms of Use and/or Supplemental Terms, as applicable, available on the Service, and we will also update the “Last Updated” date at the top of this Agreement. If we make any material changes and you have registered an Account with us, we will also send an email with an updated copy of this Agreement to you at the email address associated with your Account. Unless otherwise stated in such update, any changes to this Agreement will be effective immediately for users without an Account and thirty (30) days after posting for users with an Account. Synoptic may require you to provide consent to the updated Agreement in a specified manner before further use of the Service is permitted. IF YOU DO NOT AGREE TO ANY CHANGE(S) AFTER RECEIVING A NOTICE OF SUCH CHANGE(S), YOU SHALL STOP USING THE SERVICE.

**7. Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Synoptic agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state or federal courts located in New York, New York.

**8. Governing Law.** THIS AGREEMENT AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF NEW YORK, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

**9. Choice of Language.** It is the express wish of the parties that this Agreement and all related documents have been drawn up in English.

**10. Notice.** Where Synoptic requires that you provide an email address, you are responsible for providing Synoptic with a valid and current email address. In the event that the email address you provide to Synoptic is not valid, or for any reason is not capable of delivering to you any notices required by this Agreement, Synoptic’s dispatch of the email containing such notice will nonetheless constitute effective notice. You may give notice to Synoptic at the following address: info@synoptic.com. Such notice shall be deemed given when received by Synoptic by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

**11. Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12. Severability.** If any portion of this Agreement is held invalid or unenforceable, that portion must be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions must remain in full force and effect.

**13. Export Control.** You may not use, export, import, or transfer the Service except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Service, and any

other applicable laws. In particular, but without limitation, the Service may not be exported or re-exported (i) into any United States embargoed countries, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Service, you represent and warrant that (A) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (B) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Service for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Synoptic are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Synoptic products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

**14. Entire Agreement.** This Agreement (including these Terms and any applicable Supplemental Terms and other policies incorporated by reference) is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

### **Supplemental Terms – Trading Terminal (Synoptic)**

These Supplemental Terms ("**Trading Terminal Terms**") apply to your access to and use of the Trading Terminal (defined below). These Trading Terminal Terms are "Supplemental Terms" under the Agreement. If there is any conflict between these Trading Terminal Terms and the Terms of Use, these Trading Terminal Terms control **with respect to the Trading Terminal**.

#### 1. Definitions

- "**Trading Terminal**" means Synoptic's web-based trading terminal user interface that enables you to connect eligible third-party trading accounts and/or wallets and submit trade-related instructions.
- "**Trading Venues**" means third-party platforms supported by the Trading Terminal (currently: **Binance**, **Bybit**, **Polymarket**, and **Kalshi**) and any additional venues we may support in the future.
- "**Trading Venue Account**" means your pre-existing account with a Trading Venue.
- "**API Credentials**" means API keys, API key identifiers, API secrets, passphrases, or similar credentials used to authenticate to a Trading Venue Account.
- "**Wallet Credentials**" means wallet connection and signing capability (e.g., wallet connect and transaction signatures), including any approvals/authorizations you grant via your wallet for Polymarket-related functionality.

- **“Trading Instructions”** means requests or instructions submitted through the Trading Terminal (e.g., connect account, view balances/positions, place/cancel orders, configure alerts/automation).

## 2. Trading Terminal is an interface only (no brokerage; no custody)

1. **Interface only.** The Trading Terminal provides an interface that allows you to interact with Trading Venues. Trades are executed (if at all) **on the Trading Venue**, not by Synoptic.
2. **Proxying.** When you use the Trading Terminal, Synoptic may **proxy** communications between the Trading Terminal and Trading Venues (i.e., requests and responses may pass through Synoptic servers) to enable functionality, reliability, and security. This does not change that trades execute on the Trading Venue and you remain responsible for all Trading Instructions.
3. **No custody.** Synoptic does not hold, custody, or control your funds, assets, or accounts at any Trading Venue. We do not have discretionary trading authority.
4. **Not a Trading Venue.** Synoptic is not a Trading Venue and is not a party to your relationship with any Trading Venue. Your use of any Trading Venue is governed solely by your agreement(s) with that Trading Venue.
5. **No affiliation or endorsement.** Synoptic and the Trading Terminal are not affiliated with, endorsed by, sponsored by, or otherwise associated with Binance, Bybit, Polymarket, Kalshi, or any other Trading Venue. All Trading Venues are independent third parties. Any names, logos, and trademarks are the property of their respective owners and are used solely to identify compatible services.
- 6.

## 3. Supported Venues; changes

1. **Current support.** The Trading Terminal currently supports Binance, Bybit, Polymarket, and Kalshi.
2. **We may add/remove.** We may add, remove, suspend, or modify supported Trading Venues or functionality at any time, including without notice, to the extent permitted by law.
  4. Account connection; no “read-only”
1. **No read-only mode.** The Trading Terminal does not offer a “read-only” connection mode. If you connect a Trading Venue Account or wallet, the connection supports both **read** and **execution** capabilities.
2. **You control permissions.** You are solely responsible for selecting and configuring the permissions on any API Credentials (e.g., limiting permissions) and for ensuring you understand what you are enabling by connecting a Trading Venue Account or wallet.

3. **Pre-existing accounts.** You may only use the Trading Terminal with Trading Venue Accounts you already maintain and for which you have already accepted the Trading Venue's terms.

## 5. Credentials & security

### 1. What we ask for.

- For Binance/Bybit/Kalshi: we may ask you to input **API Credentials**.
- For Polymarket: we may ask you to provide your API keys and/or connect your wallet and provide **Wallet Credentials**, including requesting approvals/authorizations so your wallet can sign transactions.

2. **API secrets stored client-side.** Your **API secret(s)** (and any similar secret credential components) are stored **client-side in your browser** as part of providing the Trading Terminal experience.

3. **API key vs. secret; client-side signing.** For certain Trading Venues (e.g., Binance), authentication uses an **API key** and an **API secret**. Synoptic may store your **API key** (and related non-secret metadata) to identify your connection. Synoptic does **not** store your **API secret**. Your API secret remains stored client-side in your browser and is used to **sign requests client-side**. Synoptic transmits only the **signed request** (and required non-secret fields such as the API key) to the Trading Venue.

4. **Non-secret key identifiers.** Synoptic may store **non-secret API key identifiers and related metadata** (such as public key, key name/label, last-used time, venue, subaccount mapping, and permission flags) to help manage connections and provide the Trading Terminal. Synoptic does **not** store your API secret(s).

5. **No staff access to your credentials.** Synoptic personnel do not have access to your API Credential secrets because they are stored client-side.

6. **Removing credentials.** To remove locally stored credentials, you must clear your browser storage/data for the Trading Terminal. **Important:** Clearing browser data may remove the Trading Terminal's local access but **does not automatically revoke:**

- API keys at a Trading Venue (you must revoke/rotate them at the venue), or
- any wallet approvals/authorizations you have granted on-chain or via a wallet (you must revoke them using the applicable wallet/venue tools).

7. **You are responsible.** You are solely responsible for maintaining the confidentiality and security of your devices, browser profile(s), and credentials and for all activity conducted through your Trading Venue Accounts and wallets.

## 6. Trading Instructions; execution; automation

1. **What you can do.** The Trading Terminal may support account connection, portfolio/balances, order entry/cancellation, positions/fills/PnL, market data/charts, and alerts/automation.
2. **Transmission.** Trading Instructions are transmitted to Trading Venues via Synoptic's systems (proxy) and may be delayed, rejected, throttled, or fail for reasons outside Synoptic's control.
3. **Execution depends on the venue.** Order types and execution capabilities depend on what the Trading Venue supports (e.g., market/limit/stop/post-only).
4. **No guarantee of execution or cancellation.** We do not guarantee that any Trading Instruction will be transmitted, accepted, executed, canceled, or settled. Trading Venues may reject or partially fill orders, delay processing, or impose limits.
5. **Automation is at your risk.** If you enable alerts/automation, you authorize the Trading Terminal to submit Trading Instructions you configure. You are responsible for reviewing and testing any automation and for monitoring your accounts.

## 7. Market data, charts, and news feed widget (no recommendations)

1. **Informational only.** Any market data, charts, or news displayed in the Trading Terminal is provided for informational purposes only and may be delayed, incomplete, inaccurate, or unavailable.
2. **No investment advice; no signals.** Synoptic does not provide investment advice, recommendations, or signals. The Trading Terminal may display relevant news and may generate interface elements (e.g., buy/sell buttons) associated with referenced assets/markets, but **you decide whether to trade**, and you are solely responsible for your decisions.

## 8. Fees; commissions; taxes

1. **Venue-specific fees.** Trading Terminal fees may differ by Trading Venue and will be displayed or otherwise disclosed to you in connection with the Trading Terminal.
2. **Current fee model (subject to change).**
  - **Binance / Bybit / Kalshi:** no Trading Terminal fee currently charged by Synoptic.
  - **Polymarket:** Synoptic charges a **1% fee on the notional filled amount per trade** (i.e., calculated on executed/fill notional), as displayed or disclosed in the Trading Terminal.

3. **Venue fees not included.** Trading Venues may charge their own fees (e.g., trading fees, spreads, funding rates, gas fees, or other charges). Those are assessed by the Trading Venue and are separate from any Synoptic fee.
4. **Third-party compensation.** Synoptic may receive referral fees, broker commissions, revenue share, or similar compensation from Trading Venues or partners in connection with your use of the Trading Terminal, to the extent permitted by law.
5. **Taxes.** You are responsible for any taxes arising from your trading activity and for any Synoptic fees you pay.

## 9. Eligibility; geographic restrictions; compliance

1. **Age.** You must be at least **18 years old**, or the minimum age required by the Trading Venue you use (whichever is higher).
2. **Restricted locations.** We may restrict access from sanctioned countries and other locations restricted by Trading Venues or applicable law.
3. **No KYC by Synoptic.** Synoptic does not perform KYC for Trading Terminal access.
4. **Sanctions screening.** Trading Venues may screen users for sanctions and other compliance requirements. You are responsible for ensuring you are eligible to use each Trading Venue and the Trading Terminal in your jurisdiction.
5. **Prohibited conduct.** You may not use the Trading Terminal for market manipulation, wash trading, fraud, sanctions evasion, AML violations, or other unlawful or abusive activity. We may suspend or terminate access if we believe you have violated these restrictions or the Agreement.

## 10. Rate limiting; throttling; service changes

1. **Rate limiting.** We may impose rate limits or throttle usage at our discretion (including to protect the Service, comply with Trading Venue limits, or prevent abuse).
2. **Notifications.** We may (but are not required to) notify you of rate limiting, outages, or other restrictions.

## 11. Risk disclosures; limitation of responsibility (Trading Terminal specific)

YOU ACKNOWLEDGE AND AGREE THAT USING THE TRADING TERMINAL INVOLVES SIGNIFICANT RISK, AND YOU USE IT AT YOUR OWN RISK, INCLUDING RISK OF:

- **Trading Venue outages / API failures / latency**
- **Incorrect data / delayed quotes**

- **Trading losses / liquidation**
- **Smart contract / wallet risks** (including loss of funds due to wallet compromise, malicious approvals, blockchain/network failures, or contract vulnerabilities)
- **User misconfiguration / “fat-finger” trades**

Synoptic is not responsible for losses or damages arising from the foregoing or from your use of any Trading Venue. The Agreement’s warranty disclaimers, limitation of liability, and other risk allocations apply to the Trading Terminal.