



## **Terms of Service and End-user License Agreement**

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# DEFINITIONS

- Agreement, Contract
  - This document.
- Software, Product
  - The software titled *Synapse X*.
- Service Provider
  - Synapse Softworks LLC, the developers of Synapse X.
- License, Subscription
  - An authorization issued by the Service Provider that allows the user to use the software for a specified period of time, typically on a subscription basis.
- Credited time
  - Credited time refers to the remaining time a user is allowed to use the software. If a user has no credited time, they will not be able to access the software until they make a purchase of more time.
- Community Terms
  - The collection of rules, guidelines and regulations concerning our partnered communities, such as the “Discord” server.
- Blacklist
  - The revocation of a license. A partial blacklist only revokes a user’s credited time, allowing him to obtain more time again. A complete blacklist permanently bars the user from interacting with the software regardless of credited time.

# I. LICENSING

- (1) The client's acquisition and use of the software shall serve as evidence of their agreement to the terms and conditions of this contract. In order to continue using the software, the client agrees to abide by the provisions of this contract and to regularly review this document to ensure that they are aware of any changes to the usage policy.
- (2) The client must be at least 18 years of age to purchase credited time and use the software. The client is expected to use the software responsibly and with due care, as misuse of the software may result in unintended consequences.
- (3) The client may only use the software for the duration specified by the credited time in their account. The client may purchase additional credited time to extend their usage period at any time.
- (4) The client may choose to opt into automatic payments when purchasing credited time, thereby establishing a subscription. If the client elects to establish a subscription, they agree to be responsible for all recurring charges until they cancel their subscription. The client may cancel their subscription at any time in accordance with our cancellation policy.
- (5) The client hereby acknowledges and consents to Synapse Softworks LLC's automatic processing of the subscription fee every 90 days, commencing on the date of the client's initial payment. This automatic processing shall continue until such time as the client cancels their subscription or alters their payment schedule in accordance with the terms of this policy and as authorized by Synapse Softworks LLC. This provision shall not apply if no subscription has been established.
- (6) The client may elect to temporarily suspend their subscription through the freezing process offered by Synapse Softworks LLC, which deactivates their account and halts the consumption of credited time. While the account is frozen, the client will not have access to the product, but their credited time will be preserved. The client may thaw their subscription and regain access to their account at any time, but must wait 14 days before utilizing the freezing process again.

- (7) The client may elect to pay for credited time using cryptocurrencies. When utilizing these alternative currencies, the client will not be eligible for automatic payments, but remains bound to their financial obligations to Synapse Softworks LLC to renew their subscription on the scheduled date provided at the time of purchase. The client's account will be automatically suspended in the event that a scheduled payment is missed.
- (8) It is agreed and understood that all credited time shall be deemed irrevocably paid, unless Synapse Softworks LLC and its staff, in their sole discretion, determine that a refund or exchange of credited time is warranted due to extenuating circumstances. The terms of this contract shall not infringe upon any refund or exchange rights granted to you under applicable local laws.
- (9) The client shall be required to comply with any and all instructions or directives issued by the staff members during the course of any investigation or digital forensic operation, in order to maintain their right to continued use of the software. Failure to adhere to such instructions or directives may result in the suspension or termination of the client's access to the software.
- (10) Any breach of the provisions contained within this contract may result in the client being blacklisted, unless the staff, in their sole discretion, determine that extenuating circumstances warrant leniency.
- (11) The staff reserve the right to blacklist any client at any time, without prior notice or warning, provided that such action is justified by a breach of the Terms of Service or any other provision contained within this contract. While staff shall make reasonable efforts to provide justification for any blacklisting decision, such justification shall not be deemed an obligation or requirement for the exercise of their rights under this contract.
  - (1) In the event that a client is blacklisted by the staff, the staff member issuing the blacklist shall provide the client with the reason for the blacklist within twelve hours of the blacklist being issued, unless the reason for the blacklist has already been automatically sent to the client through the email system. Any such reason for blacklisting shall be promptly documented internally.
  - (2) Any offenses committed by a client in violation of the Community Terms shall not be considered grounds for blacklisting unless such offenses are

also expressly prohibited by the provisions of this Agreement.

- (3) In the event that a client believes that a blacklist issued against them is unfair, incorrect, biased, or was issued without the provision of a timely and appropriate reason, the client shall have the right to appeal the decision to staff. The staff shall review the appeal and make a determination as to the validity of the client's concerns, and may, in their sole discretion, reverse the blacklist if they determine that the client's concerns are justified.
- (12) In the event that a client has received a partial blacklist, they shall have the right to repurchase credited time. Upon repurchase, the client shall be considered an absolved individual and shall be entitled to continued use of the software subject to the terms of this Agreement. However, if a client is issued a complete blacklist, they shall not be eligible to purchase a license or serial key for the software, and any attempts to do so shall be considered a breach of this Agreement. Additionally, in accordance with Synapse Softworks LLC's zero-tolerance policy for repeat offenders, any absolved individual who commits any offense, regardless of its severity, may be immediately and permanently blacklisted without warning or appeal.
- (13) Any license granted to a client for the use of the software shall be for the exclusive use of the client, and shall not transferred, borrowed, or otherwise shared with any third party without the written approval of Synapse Softworks LLC. However, a single license may be used on multiple devices that are permanently connected to the same domestic (non-business, non-virtual) network, provided that such use does not violate the terms of this Agreement or the License Agreement. In the event that the staff become aware of any unauthorized sharing of a client's license, they reserve the right to investigate and, if warranted, issue a blacklist in accordance with the provisions of this Agreement.
- (14) Under no circumstances shall a client be permitted to resell any account that has been credited with time. Any attempt by a client to transfer an account with credited time to a third party shall be considered a breach of this Agreement, and may result in the suspension or termination of the client's access to the software, as well as the forfeiture of any credited time associated with the account in question.

## II. WARRANTIES

- (1) Synapse Softworks LLC and its affiliates hereby disclaim any and all warranties, express or implied, regarding the client's use of the product, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, non-infringement, or arising from a course of dealing or usage of trade. The client's use of the product is at their own risk, and Synapse Softworks LLC and its affiliates shall not be liable for any damages or losses arising from the client's use of the product, whether direct, indirect, incidental, consequential, or otherwise.
- (2) Synapse Softworks LLC makes no representations or warranties as to the accuracy or timeliness of the software, and shall not be liable for any errors or omissions contained therein. The client acknowledges and agrees that the software is provided on an "as is" and "as available" basis, and that their use of the software is at their own risk.
- (3) It is understood and agreed that nothing in these terms shall be construed as infringing upon any rights granted to you under applicable local laws. The terms of this contract are intended to supplement, and not to replace, any such rights, and any provisions of this contract that may be in conflict with such rights shall be deemed inapplicable to the extent necessary to comply with such laws.
- (4) The client acknowledges and agrees that computer and telecommunication systems are inherently subject to downtime and other disruptions, and that Synapse Softworks LLC cannot guarantee uninterrupted, timely, secure, or error-free access to the software or the preservation of any content. The client further acknowledges and agrees that Synapse Softworks LLC shall not be responsible or liable for any failure or inability to connect to or transmit through any computer network, and that their use of the software and any such networks is at their own risk.

## III. CONTEXT

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

- (2) To the extent permitted by applicable law, Synapse Softworks LLC may assign, subcontract, or sublicense its rights and obligations under this Agreement, in whole or in part, at any time without notice to the client. The client shall not have any right to object to any such assignment, subcontracting, or sublicensing, and shall remain bound by the terms of this Agreement in relation to any such third parties. This provision shall survive the termination or cancellation of this Agreement.
- (3) The client shall not assign this Agreement or transfer any rights to use the software, in whole or in part, without the prior written consent of Synapse Softworks LLC. Any attempt by the client to assign or transfer any such rights without such consent shall be void and of no effect. This provision shall survive the termination or cancellation of this Agreement.
- (4) This Agreement constitutes the entire agreement between the client and Synapse Softworks LLC regarding the client's use of the software, and supersedes all prior agreements, communications, and understandings, whether oral or written, between the parties. This Agreement may not be amended or modified by the client, except in writing signed by both parties. The terms of this Agreement shall prevail over any conflicting or additional terms contained in any other documents or communications, including, but not limited to, any purchase orders or other transactional documents submitted by the client. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. This provision shall survive the termination or cancellation of this Agreement.
- (5) In entering into this Agreement, the client has not relied on any statement, representation, warranty, understanding, undertaking, promise, or assurance other than as expressly set forth in this Agreement. The client acknowledges that they have not been induced to enter into this Agreement by any statement, representation, warranty, understanding, undertaking, promise, or assurance not contained in this Agreement. This provision shall survive the termination or cancellation of this Agreement.
- (6) This Agreement is intended solely for the benefit of the parties to this Agreement, and shall not be deemed to create any rights or obligations in favor of any third party, except for Synapse Softworks LLC's successors and assigns. The section headings contained in this Agreement are for reference purposes only and shall

have no legal effect. This provision shall survive the termination or cancellation of this Agreement.

## **IV. OWNERSHIP**

- (1) The client shall not, under any circumstances, resell their account or any of the digital resources provided to them by Synapse Softworks LLC, including, but not limited to, their account and the digital files associated with the software. However, any license keys acquired by the client on or after March 4, 2022 may be resold without restriction. Any violation of this provision by the client shall be considered a material breach of this Agreement, and may result in the suspension or termination of the client's access to the software, as well as the forfeiture of any credited time associated with their account.
- (2) The client shall not himself, or shall not permit any third party to, reverse engineer, digitally analyze, or otherwise attempt to gain insight into the inner workings of the software. The client acknowledges and agrees that the software and its underlying solutions are proprietary and constitute trade secrets of Synapse Softworks LLC, and that any unauthorized disclosure or use of such trade secrets may cause irreparable harm to Synapse Softworks LLC. The client shall take all reasonable steps to protect the confidentiality of the software and its underlying solutions, and shall be liable for any damages or losses resulting from their failure to do so.
- (3) The client shall not, directly or indirectly, encourage any third party, including, but not limited to, competitors of Synapse Softworks LLC and other entities with potentially adverse interests, to reverse engineer, digitally analyze, or otherwise attempt to gain insight into the software, its functionality, its associated communities, or any scripts published within such communities. Any violation of this provision by the client shall be considered a material breach of this Agreement, and may result in the suspension or termination of the client's access to the software, as well as the forfeiture of any credited time associated with their account.
- (4) The client shall not use the software, or any information or resources provided by Synapse Softworks LLC, to develop or create any mechanism, tool, or software that is designed or intended to detect, or enable the detection of, the software, its functionality, or any scripts written for the use of the software. Any violation of this provision by the client shall be considered a material breach of this



Agreement, and may result in the suspension or termination of the client's access to the software, as well as the forfeiture of any credited time associated with their account.

- (5) The client shall not engage in any activities that are intended to cause harm to other clients of the software, including, but not limited to, the distribution of malware, "trollware," cracked, or fraudulent scripts with the intent to do harm, as determined by Synapse Softworks LLC staff in their sole discretion; the release, disclosure, or sharing of personal information about another client without their consent, with the intent to do harm, as determined by Synapse Softworks LLC staff in their sole discretion; and the sharing and distribution of content that is illegal or prohibited for other users, both publicly and privately. Any violation of this provision by the client shall be considered a material breach of this Agreement, and may result in the suspension or termination of the client's access to the software, as well as the forfeiture of any credited time associated with their account.
- (6) The client shall not disclose the fact that another client is a user of the software without the express permission of the concerned individual, unless such disclosure is necessary to comply with applicable laws or legal processes, or is otherwise required by Synapse Softworks LLC staff in the course of their duties. Any disclosure of another client's use of the software that is made with the intent to cause harm to the concerned individual, as determined by Synapse Softworks LLC staff in their sole discretion, shall be considered a material breach of this Agreement, and may result in the suspension or termination of the client's access to the software, as well as the forfeiture of any credited time associated with their account.
- (7) The client shall not use the software for any commercial or profitable purpose that is likely to disincentivize potential customers from acquiring the product, as determined by Synapse Softworks LLC staff in their sole discretion. In all other cases, the client may use the software for commercial or profitable purposes, provided that such use is in accordance with the terms of this Agreement and the License Agreement. Any violation of this provision by the client shall be considered a material breach of this Agreement, and may result in the suspension or termination of the client's access to the software, as well as the forfeiture of any credited time associated with their account.

- (8) The client shall not, directly or indirectly, engage in any activities that constitute fraud against other clients, Synapse Softworks LLC, or Synapse Softworks LLC staff. Any such activities shall be considered a material breach of this Agreement, and may result in the suspension or termination of the client's access to the software, as well as the forfeiture of any credited time associated with their account. In addition, Synapse Softworks LLC reserves the right to take any and all legal action that may be necessary or appropriate to prevent or remedy any such fraud.
- (9) The client shall not use force or threats of any kind to obtain a refund from Synapse Softworks LLC, or to otherwise seek to obtain any financial or other consideration from Synapse Softworks LLC or any of its affiliates. Any such attempt by the client shall be considered a material breach of this Agreement, and may result in the suspension or termination of the client's access to the software, as well as the forfeiture of any credited time associated with their account. In addition, Synapse Softworks LLC reserves the right to take any and all legal action that may be necessary or appropriate to prevent or remedy any such attempts by the client.
- (10) The client shall not use the software for any illegal or unreasonable purpose, or for any purpose that is in violation of the terms of this Agreement or the License Agreement. Synapse Softworks LLC strictly prohibits the use of the software for malicious, dishonest, or illegal purposes, and reserves the right to contact law enforcement authorities if it becomes aware of any such activities. Any such use of the software by the client shall be considered a material breach of this Agreement, and may result in the suspension or termination of the client's access to the software, as well as the forfeiture of any credited time associated with their account.
- (11) The client shall not use the software to intentionally breach any legal obligations that they may have towards third party software, including, but not limited to, end-user license agreements. Any such use of the software by the client shall be considered a material breach of this Agreement, and may result in the suspension or termination of the client's access to the software, as well as the forfeiture of any credited time associated with their account. In addition, Synapse Softworks LLC shall not be responsible or liable for any damages or losses arising from the client's breach of any such legal obligations, and the client shall indemnify and hold Synapse Softworks LLC harmless from any such damages or losses.

- (12) The client is solely responsible for maintaining the confidentiality and security of their log-in credentials and other account information, and for all activities and actions that occur on or through their account. The client shall immediately notify Synapse Softworks LLC if they become aware of any unauthorized use of their account or any other breach of security. Synapse Softworks LLC shall not be responsible or liable for any losses or damages arising from the client's failure to comply with this provision.

## **V. FEEDBACK**

- (1) Except as expressly provided under this Agreement, Synapse Softworks LLC does not grant the client any license or other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks, or other intellectual property owned or controlled by Synapse Softworks LLC or any related entity, including, but not limited to, any name, trade dress, logo, or equivalents. To the extent permitted by applicable law, Synapse Softworks LLC may assign, subcontract, or sublicense its rights and obligations under this Agreement, in whole or in part, at any time without notice to the client. The client shall not have any right to object to any such assignment, subcontracting, or sublicensing, and shall remain bound by the terms of this Agreement in relation to any such third parties.
- (2) If the client provides Synapse Softworks LLC with any feedback, including, but not limited to, ideas for new products, technologies, promotions, product names, product feedback, and product improvements ("Feedback"), the client hereby grants to Synapse Softworks LLC, without charge, royalty, or other obligation to the client, a perpetual, irrevocable, worldwide, royalty-free, sublicensable, and transferable license to use, make, have made, create derivative works of, share, and commercialize the Feedback in any way and for any purpose. The client agrees that Synapse Softworks LLC shall be free to use, disclose, reproduce, distribute, and exploit any Feedback, without restriction or attribution, and the client waives any and all moral rights that the client may have in or to such Feedback.
- (3) The client agrees that they will not provide any Feedback that is subject to a license that would require Synapse Softworks LLC to license its software, technologies, or documentation to any third party as a result of Synapse Softworks LLC's use of such Feedback.

# PRIVACY POLICY

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

We collect information in the following ways:

- Information you provide to us directly: We may collect personal information that you voluntarily provide to us, such as your name, email address, and other contact information.
- Information collected automatically: When you use our services, we may automatically collect information about your device, such as your IP address, browser type, and operating system, as well as information about your usage of our services, such as the pages you visit and the actions you take.

We use the information we collect for the following purposes:

- To provide, maintain, and improve our services: We may use the information we collect to provide, maintain, and improve our services, as well as to develop new features and services.
- To communicate with you: We may use the information we collect to communicate with you about our services and to respond to your inquiries.
- To protect our rights: We may use the information we collect to protect the security and integrity of our services and to enforce our policies.

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

- With your consent: We may share your personal information with third parties if you have given us your consent to do so.
- With service providers: We may share your personal information with service providers who assist us in providing our services, such as hosting providers and payment processors.
- As required by law: We may disclose your personal information if we are required to do so by law, such as in response to a subpoena or court order.

We take reasonable steps to protect the personal information we collect from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. However, no online service is completely secure, and we cannot guarantee the security of your personal information. It is important for you to protect against unauthorized access to your password and to your device. Be sure to log out of our services when you are finished using them, and to use a strong password that is not used for any other accounts.

## **What we store**

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

## **Protection of certain personally identifying Information**

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

## **Messaging policy**

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

## **Cookies**

Our website uses cookies and similar technologies to enhance your online experience. These technologies allow us to display personalized content and appropriate advertising, as well as store your preferences on your computer. A cookie is a small piece of data that is stored on your computer and provided to us by your web browser when you visit our website. We use cookies to help us identify and track visitors, understand how our website is being used, and improve the user experience. If you do not want cookies to be placed on your computer, you can change your browser settings to refuse them. However, please be aware that doing so may prevent some features of our website from functioning properly. By continuing to use our website without changing your cookie settings, you consent to our use of cookies.

## **E-commerce**

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

## **Consent & Changes**

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

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