

END-USER LICENSE AGREEMENT

This End-User License Agreement (“Agreement”) is a legal agreement between you (the “User”) and Synthetix (“Synthetix,” “we,” “us,” or “our”), and governs your use of the Synthetix mobile and web application (collectively, the “Software”).

By downloading, installing, accessing or using the Software, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not download, install, access or use the Software.

License Grant

Subject to the terms and conditions of this Agreement, Synthetix grants you a non-exclusive, non-transferable, revocable license to use the Software for your personal, non-commercial use.

Restrictions

You may not:

modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software;

rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any third party for any reason;

use the Software in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Software, or that could damage, disable, overburden or impair the functioning of the Software in any manner;

use the Software for any illegal or unauthorized purpose, or engage in, encourage or promote any illegal activity or other activity that violates this Agreement.

Proprietary Rights

The Software and all proprietary rights, including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights, in the Software are and shall remain the exclusive property of Synthetix and its licensors. The Software is protected by copyright and other intellectual property laws and treaties.

Disclaimer of Warranties

THE SOFTWARE IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SOFTWARE, INCLUDING WITHOUT LIMITATION THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SOFTWARE.

Limitation of Liability

In no event shall Synthetix be liable for any damages, including without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether in an action under contract, negligence, or any other theory, arising out of your use of the software, or inability to use the software, or for any other claim related in any way to your use of the software, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content (or product) posted, transmitted, or otherwise made available via the software, even if advised of their in no event shall Synthetix be liable for any damages arising from loss of data, profits or use of the Software, or for any damages related to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, or line failure. The user assumes all responsibility for selection of the Software to achieve the intended results, and for the installation, use, and results obtained from the Software.

TERMINATION

This EULA is effective until terminated. Your rights under this EULA will terminate automatically without notice from Synthetix if you fail to comply with any term(s) of this EULA.

Upon termination, you shall cease all use of the Software and destroy all copies, full or partial, of the Software.

GOVERNING LAW

This EULA shall be governed by the laws of the jurisdiction in which you acquired the Software.

EXPORT RESTRICTIONS

You acknowledge that the Software is subject to the export control laws and regulations of the jurisdiction in which you acquired the Software. You agree not to export or re-export the Software, directly or indirectly, to any countries that are subject to export restrictions.

AMENDMENTS

Synthetix reserves the right to modify or amend this EULA at any time and for any reason. Any amendment or modification to this EULA will be effective immediately upon notice, which may be given by any means including but not limited to posting on Synthetix's website, email notification or pop-up window upon launch of the Software.

SEVERABILITY

If any provision of this EULA is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

ENTIRE AGREEMENT

This EULA constitutes the entire agreement between you and Synthetix and supersedes all prior understandings, whether written or oral, relating to the use of the Software.

CONTACT INFORMATION

If you have any questions regarding this EULA, please contact Synthetix at the following email address: help@synthetix.io