Legal Disclaimer

Please carefully read this disclaimer before using SyncSwap protocol and accessing syncswap.xyz (referred to as the "Website," and the services provided therein as "Our Services").

The terms of use outlined herein (referred to as the "Terms of Use") constitute an agreement between you (the "User") and SyncSwap Labs (referred to as the "Foundation" or "We/Our/Us"). By using the Website, you confirm your acceptance of this legal disclaimer, the Terms of Use, and agree to comply. If you do not agree, you must refrain from using the Website and Our Services.

Furthermore, you affirm and guarantee that you:

- (a) Are of legal age to enter into a binding contract;
- (b) Have not been previously suspended or removed from using Our Services; and
- (c) Possess full power and authority to enter into this agreement with the Foundation, without violating any other agreement to which you are a party.

If you are registering to use Our Services on behalf of a legal entity, you additionally affirm and guarantee that:

- (a) The legal entity is duly organized and validly existing under the applicable laws of its jurisdiction;
- (b) You are duly authorized by the legal entity to act on its behalf.

Information Published is Not Advice

The information presented on the Website is intended for informational purposes only and should not be construed as investment advice, financial, legal, regulatory, accounting, tax, or similar advice. You should not rely on any content on the Website as such advice.

Furthermore, nothing on this Website should be interpreted as a recommendation, whether by us, our affiliates, or any third party, to buy or sell any investment or to engage in any investment strategy or transaction. It is advisable that you seek advice from your own investment, legal, tax, and/or similar professionals regarding your specific circumstances and any decisions you may contemplate.

Our team offers the Website as a service to the public and explicitly disclaims all liability for damages of any nature arising from the use, reference to, or reliance on any information contained within the Website. Although efforts are made to periodically update the information on the Website, no guarantee is provided regarding the accuracy, completeness, and timeliness of the information provided.

Usage Restrictions

By accessing or using the Website or Our Services, you hereby confirm and agree to the following:

- (a) You are not currently residing in Bosnia and Herzegovina, Burundi, China, Democratic Republic of Congo, Cuba, Ethiopia, Guinea, Guinea-Bissau, Iraq, North Korea, Libya, Mali, Nicaragua, Niger, Somalia, South Sudan, Syria, or any other jurisdiction specifically designated under OFAC sanctions.
- (b) Your access to and use of the Website and Our Services comply with the laws of your country of residence.

Usage Risks

The Website shall not be held responsible for any losses, damages, or claims arising from events falling within the scope of, but not limited to, the following:

- Mistakes made by the user (e.g., payments sent to incorrect addresses).
- Software issues related to the Website or any associated software or service (e.g., malware or unsafe cryptographic libraries).
- Technical failures (e.g., malfunctioning hardware wallets).
- Security incidents experienced by the user (e.g., unauthorized access to wallets).
- Actions or inactions of third parties (e.g., bankruptcy of service providers, information security attacks on service providers, and fraudulent activities conducted by third parties).

To access the Website or certain resources it provides, you may be required to provide an Ethereum wallet address ("Wallet"). Our Website neither collects nor stores this information.

Investment Risks

Investing in cryptocurrencies carries a high level of risk and may result in financial loss due to significant price fluctuations.

The information provided on the Website does not guarantee the preservation of invested amounts. It is your responsibility to comprehend all risks, conduct thorough due diligence, and determine how to engage with the Website.

Compliance with tax obligations

Users of the Website are solely responsible for determining the applicable taxes on their cryptocurrency holdings. The Website owners or contributors are not liable for determining the tax implications of user transactions.

No warranties

The Website is provided on an "as is" basis without any warranties, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, or uninterrupted availability, accessibility, or use of the Website and/or its content, data, materials, or services. The functionality of the Website is not guaranteed, and it may be fully or partially disabled without prior notice.

Security

Security audits don't eliminate risks. The Website does not guarantee absolute security or immunity from bugs or viruses.

Limitation of liability

To the maximum extent permitted by applicable law, the owners or contributors to the Website shall not be held liable for any damages, including but not limited to indirect, special, incidental, punitive, or consequential damages. Such damages may include loss of use, loss of profits, business interruption, loss of goodwill, or loss of data arising from or related to the use of the Website.

Arbitration

With the exception of disputes related to copyrights, logos, trademarks, trade names, trade secrets, or patents, any dispute, controversy, or claim arising from or related to your use of the Website or Our Services, or concerning these Terms of Use, including disputes regarding their interpretation, violation, invalidity, non-performance, or termination, shall be conclusively resolved through binding arbitration by the Judicial Arbitration and Mediation Services (JAMS) in accordance with its Comprehensive Arbitration Rules and Procedures. The tribunal shall possess authority to adjudicate any challenges to its jurisdiction or to the validity or enforceability of any part of the arbitration agreement.

The parties agree to engage in arbitration solely on an individual basis, and these Terms of Use do not authorize class arbitration or any claims pursued as a plaintiff or class member in any class or representative arbitration proceedings. The arbitral tribunal is prohibited from consolidating claims of more than one individual or presiding over any form of representative or class proceedings. If the prohibition on class arbitration is determined to be invalid or unenforceable, the remaining provisions of this arbitration agreement shall remain valid and enforceable.

Changes

We reserve the right to revise and update the Terms of Use outlined in this Legal Disclaimer at our sole discretion and without prior notice. All modifications become effective immediately upon posting and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use signifies your acceptance and agreement to the changes. It is your responsibility to periodically review this page to stay informed of any updates, as they are binding upon you.

Third-Party Services

While using this Website, you may encounter content or utilize services provided by third parties ("Third Parties"), including links to web pages and services offered by such parties ("Third-Party Content"). We do not control, endorse, or adopt any Third-Party Content and assume no responsibility for such content, including, but not limited to, material that may be misleading, incomplete, erroneous, offensive, indecent, or objectionable in your jurisdiction. Your interactions and business dealings with such Third Parties are solely between you and the Third Parties. We shall not be liable or responsible for any loss or damage of any kind resulting from such dealings, and you acknowledge that your use of Third-Party Content and interactions with Third Parties are at your own risk.

IP Rights

The Website, along with all its contents, features, and functionalities (including, but not limited to, all information, software, text, displays, images, videos, audios, and the design, selection, and arrangement thereof), are the property of the Foundation, its licensors, and affiliates, and are protected by both United States and international copyright, trademark, trade dress, patent, trade secret, and other intellectual property or proprietary rights laws.

The name of the Foundation and all related names, logos, product and service names, designs, and slogans are trademarks owned by the Foundation, its licensors, or affiliates. Additionally, all intellectual property rights associated with Third Parties and Third-Party Content referenced on or offered through the Website are owned by the respective entities providing such services.

You agree not to use any intellectual property of the Foundation or Third Parties without prior written permission from the Foundation or the respective Third Party. However, you are granted a limited, revocable, and non-exclusive right to post excerpts from or create hyperlinks to the Website, provided that full and clear credit is given to Us with appropriate and specific direction to the original content. Moreover, such hyperlinks must not depict the Foundation or the Website in any false, misleading, derogatory, or otherwise offensive manner.

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