



SYNTERIUM

PLATFORM PERSONAL ACCOUNT TERMS AND CONDITIONS

1. RECITALS

- 1.1 These terms and conditions (the “**Terms**”) shall constitute a legally binding agreement between the Administrator (as this term is defined below) and the Participant (as this term is defined below) (the “**Parties**”) regarding the opening and usage of the Personal Account (as this term is defined below) within the Platform.
- 1.2 By conducting any action in your Personal Account, including, but not limited to, pushing the “Withdrawal” button, you represent, warrant and agree that you give us your irrevocable written consent and authorisation to perform the relevant actions.
- 1.3 Please review these Terms carefully before you decide whether to accept them and continue with the registration process.

2. INTERPRETATION

2.1 Definitions

Unless the context otherwise requires, in these Terms, the following terms shall have the following meanings:

“**Accounting Item Issuer**” means the company, which issues Accounting Items from time to time;

“**Accounting Item**” means a right for the record in the register in a form of unique number code, which contains a check total protecting the number code from reverse generation. The Accounting Item is provided or generated by the Accounting Item Issuer;

“**Administrator**” means a company, which administers the Platform and provides client support to the Participants;

“**Balance**” means any types of assets, which may be received by the Participant depending on his performance as provided in the Project Documents;

“**Business Companies**” means the Trading Company and the Computing Company;

“**Business Day**” means a day, when the Platform is operational as set by the Administrator at its sole discretion;

“**Communication Business Day**” means a day other than Saturday and Sunday or public holiday in the Republic of Poland on which banks generally are open in Krakow (Poland);

“**Force Majeure**” means extraordinary events, which are beyond the reasonable control of the Party, which occur after the acceptance of these Terms by the Parties, and which the Parties could not reasonably foresee or prevent. In particular, the following events shall constitute an extraordinary event:

- (a) acts of God, flood, drought, earthquake, explosion or other natural disaster;
 - (b) acts of terrorism, civil war, civil commotion or riots, war (declared or undeclared), threat of or preparation for war, armed conflict, imposition of sanctions, embargo,
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breaking off of diplomatic relations, invasion, acts of foreign enemies, hostilities (whether war is declared or not), rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;

- (c) any law or any action taken by a government or public authority in effect on or after the date of these Terms (which impede fulfilment of obligations by the Parties under these Terms), including without limitation imposing an export or import restriction, currency restriction, quota or prohibition, or failing to grant a necessary licence or consent; and
- (d) collapse of buildings, fire, explosion or accident; national or regional emergency, strikes, labour stoppages or slowdowns or other industrial disturbances;
- (e) epidemic or pandemic;
- (f) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component; or
- (g) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;

“General Partner” means E-TRADE HUB, a legal entity incorporated under the laws of the Republic of Poland, with registration number 0000643545, having its registered office at Zamkneta str, 10, of. 19, Krakow 30-554, Poland;

“Limited Partner” means an individual admitted as the Limited Partner from time to time pursuant to and in accordance with the Partnership Agreement;

“Participant” means any person, who has fulfilled all applicable condition precedents for opening of the Personal Account. For the avoidance of doubts, the term **“Participant”** shall include the Limited Partner;

“Partnership Agreement” means limited partnership agreement in respect of the Partnership;

“Partnership” means SYNTERIUM COMMUNITY Limited Partnership being the limited partnership that is the subject of the Partnership Agreement;

“PayChi Account” means a virtual account you open and maintain through the website of PayChi and which enables you to receive the relevant services;

“PayChi” means payment system;

“Payment System” means the payment system administered by PayChi or any other services with the similar or alike functionality the list of which shall be specified under the “Withdrawal” button in your Personal Account;

“Personal Account” means the personal account of the Participant registered within the Platform;



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“**Platform**” means platform “Synterium”, which maintains Personal Accounts, offers participation in the Projects, accounts the respective financial commitments of the third parties towards the Participants within the relevant Projects, undertakes accounting for the Partnership, acts as an administrator of the Partnership and is administrated by the General Partner, and is the communication channel within the Projects, including within the Partnership;

“**Privacy Policy**” means policy governing the processing of personal data, we obtain when you open the Personal Account, as may be amended from time to time;

“**Project**” means any entrepreneurial, passive interest, social or other project available for the Participant on the Platform.

“**Project Documents**” means any documents, which provide the terms and conditions related to the operation of the relevant Project, including, but not limited to the terms of admission of Participants to the relevant Project, and any other agreements or deeds regarding the Project. For the avoidance of doubts, the term “**Project Documents**” shall include the Partnership Agreement;

“**we**”, “**us**”, “**our**” means the Administrator; and

“**You**”, “**your**” means the Participant.

2.2 Meaning of references

In these Terms, except where the context otherwise requires:

- (a) words importing one gender shall be treated as importing any gender, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof;
 - (b) references to any document (including these Terms) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;
 - (c) references to the word “**include**” or “**including**” or “**in particular**” (or any similar term) are not to be construed as implying any limitation, except where made together with words like “**exclusively**” (or any similar term) and general words introduced by the word “**other**” (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
 - (d) references to a “**person**” or “**entity**” shall include any individual, firm, body corporate, unincorporated association, government, state or agency of state, association, joint venture or partnership, in each case whether or not having a separate legal personality;
 - (e) if a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day; and
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- (f) any obligation in these Terms on a person not to do something includes an obligation not to agree or allow that thing to be done.

2.3 Meaning of undefined terms

If a word or term used in these Terms is not defined in this section 2, it shall have the meaning given in the text of these Terms.

2.4 No strict construction

In the event that an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any provisions of these Terms.

3. PROJECTS

- (a) The participation in the Project shall be offered by the Administrator or any third party (as applicable) to any third party eligible to be the Participant and subject to the relevant Project Documents.
- (b) It is the obligation of the Participant to identify the person offering the relevant Project and the terms and conditions of such Project.
- (c) Neither the Administrator, nor the Platform shall bear any liability in respect of the condition precedents for participation in the Project, subject matter of the Project and consequences of participation in the Project, including, but not limited to, any loss of Balance, loss of business, or any indirect, consequential, special or punitive losses.
- (d) For the avoidance of doubts, the Platform does not provide any warranties in respect of the Projects available and is just a place where Participants may find the relevant Project.

4. FUNCTIONALITY OF PERSONAL ACCOUNT

The Personal Account allows the Participant to do the following (as amended from time to time):

- (a) participate in project on the terms provided for in the Project Documents;
 - (b) keep record of the Balance;
 - (c) transfer the Balance information to the services the list of which shall be specified under the “Withdrawal” button in your Personal Account;
 - (d) execute the Project Documents and any other documents, which execution is a condition precedent to participation in the Project, including the Partnership Agreement;
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- (e) withdraw the Balance (if any) denominated in Accounting Item;
- (f) track its performance within the relevant Project in a real-time mode;
- (g) activate the Accounting Item Device (as this term is defined in the Partnership Agreement);
- (h) track the amount of the Originated Partners (as this term is defined in the Partnership Agreement); and
- (i) any other activities as defined by the Administrator at his own discretion and as amended from time to time.

5. PERSONAL ACCOUNT

5.1 Personal Account

To open the Personal Account you shall:

- (a) register the following details within the Platform:
 - (i) email;
 - (ii) password;
 - (iii) referral code;
 - (iv) first name;
 - (v) last name;
 - (vi) birthdate; and
 - (vii) language of communication.
 - (b) accept these Terms, as well as the terms and conditions of the Partnership Agreement; and
 - (c) provide your irrevocable consent to receive email notifications in your Personal Account from the Administrator or any other third party (as applicable).
 - (d) For the avoidance of doubts, we shall have the right to refuse to register the Personal Account due to any false or misleading information, indicated by you upon the registration of the Personal Account.
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5.2 Age restriction

You shall reach the age, which is required by the laws of your jurisdiction for the lawful use of the Personal Account and by opening the Personal Account you represent and warrant that you have reached the age, which is required by the laws of your jurisdiction for the lawful use of the Personal Account.

5.3 Information for opening Personal Account

You hereby represent and warrant to the Company that all information provided during the registration process or any time afterwards is true, complete and accurate

5.4 No assignment

You shall not assign, dispose or otherwise transfer your Account to any of your affiliates or any third party or otherwise grant any of your affiliates or any third party a legal or equitable interest over it.

5.5 Prohibited activities

You shall not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit the Platform or any portion of it unless expressly permitted by us in writing. You shall not make any commercial use of any of the information provided on the Platform or make any use of the Platform for the benefit of another business unless explicitly permitted by us in advance.

5.6 Prohibited countries of residence

You may not open the Personal Account and use the Platform if you are residing in any of the following countries: Afghanistan, Cuba, Eritrea, Iran, Iraq, Libya, North Korea, South Sudan, Sudan, Syria or Crimea. This list is not exhaustive and we may, at our sole discretion, decide to discontinue or restrict access to the Personal Account and the Platform in other countries at any time and without prior notice.

5.7 Representations and warranties

By registering the Personal Account, you hereby expressly represent and warrant that:

- (a) you have full legal capacity to accept these Terms and be bound by such Terms;
 - (b) you are not, by reason of illness or incapacity (whether mental or physical), incapable of managing your own affairs;
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- (c) when accepted, these Terms and all obligations provided in these Terms will represent your legal, valid and binding obligations enforceable in accordance with these Terms and
- (d) you are not opening the Personal Account on behalf of any affiliate or third party.

6. PERSONAL ACCOUNT MAINTENANCE

You shall ensure that the information provided by you to open the Personal Account is always true, complete, accurate and up to date and we shall not be liable for any loss arising out of your failure to comply with the obligation provided in this section 6. We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence.

7. TERMINATION AND SUSPENSION OF PERSONAL ACCOUNT

7.1 Termination

We may terminate your Personal Account at any time without any prior notice if:

- (a) you breach any condition of these Terms or relevant Project Documents;
- (b) you violate or we have reason to believe that you are in violation of any law or regulation that is applicable to your use of the Personal Account; or
- (c) we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity.

7.2 Suspension

We may suspend your Personal Account or otherwise restrict its functionality at any time without any prior notice if:

- (a) we believe that your Personal Account has been compromised or for other security reasons; or
- (b) we suspect your Personal Account have been used or is being used without your authorisation or fraudulently.

8. PERSONAL ACCOUNT SAFETY

8.1 Password security

You shall take all reasonable steps to keep your Personal Account password safe at all times and never disclose it to anyone. Our personnel will never ask you to provide your password to us, our affiliates or any third party. Any message you receive or website you visit that asks for your password for the Personal Account, other than the Platform, shall be reported to us. It is advisable to change your password regularly (at least every three (3) months) in order to



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reduce the risk of a security breach in relation to your Personal Account. We also advise you not to choose a password that is easily guessed from information someone might know or gather about you or a password that has a meaning. You shall not allow any affiliate or third party to access your Personal Account or watch you accessing your Personal Account.

8.2 Unauthorised access

If you have any indication or suspicion of your Personal Account, login details, password or other security feature being lost, stolen, misappropriated, used without authorisation or otherwise compromised, you are advised to change your password. You must contact the Administrator without undue delay on becoming aware of any loss, theft, misappropriation or unauthorised use of your Personal Account, login details, password or other security features. Any undue delay in notifying us may affect the security of your Personal Account and result in you being liable for any losses as a result.

8.3 Security of e-mail account

You must take all reasonable care to ensure that your e-mail account(s) are secure and only accessed by you, as your e-mail address may be used to reset passwords or to communicate with you about the security of your Personal Account. In case any of the e-mail addresses registered with your Personal Account is compromised, without undue delay after becoming aware of this, you must contact the Administrator, as well as your e-mail service provider.

8.4 Storage of login details

Irrespective of whether you are using a public, a shared or your own computer to access your Personal Account, you must always ensure that your login details are not stored by the browser or cached or otherwise recorded. You must never use any functionality that allows login details or passwords to be stored by the computer you are using.

9. BALANCE WITHDRAWAL

Balance withdrawal shall be subject to the completion of verification procedure the terms of which shall be available in the Personal Account (as amended from time to time).

10. ADMISSION TO PROJECTS

- (a) The admission of the Participant to the Project shall be subject to fulfilment by such Participant of all and not any condition precedents provided for in the relevant Project Documents (as amended from time to time).
 - (b) For the avoidance of doubts, the condition precedents to admission of the Participant to the Project shall be fulfilled strictly in the order and manner provided in the relevant Project Documents.
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11. ACCESS TO PROJECT DOCUMENTS

The Participant may access relevant Project Documents on the Platform after opening of the Personal Account.

12. EFFECTIVE DATE

The Participant shall be deemed admitted to the Project from the date specified in the relevant Project Documents.

13. RIGHTS AND OBLIGATIONS OF PARTICIPANT

- (a) The rights and obligations of the Participant within the relevant Project shall be determined in the relevant Project Documents.
- (b) The rights and obligations of the Participant related to the Personal Account shall be determined in these Terms.

14. BALANCE DISTRIBUTION

Shall the performance of the Participant within the Project generate any Balance, it may be distributed to such Participant under the rules provided for in the relevant Project Documents.

15. FEES AND EXPENSES RELATED TO PROJECT

Shall the Participant's participation in the Project require any expenses or is associated with any fees payable by such Participant, the participant hereby confirm that he will cover such expenses and any such fees (as applicable) at his own expense and this does not provide the Participant to file a recourse claim to the Administrator or any of its affiliates.

16. SUSPENSION FROM PROJECTS

The Participant may be suspended from the relevant Project under the terms of the relevant Project Documents.

17. ENTREPRENEURIAL RISKS

The Participant hereby confirms that understands and takes all entrepreneurial risks related to his participation in any Project and that the participation in any Project does not automatically grant any Balance.

18. ACCOUNTING ITEM

- (a) The Participant understands and agrees that for all purposes of any Project the main mean of refilling the Balance would be the Accounting Item.
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- (b) The Participant hereby agrees that the Accounting Item does not, in any sense, have monetary nature and does not have the predetermined value;
- (c) The Participant hereby confirms that he had voluntarily and being in sound mind and disposition agreed to have the Balance in Accounting Items only.

19. PROVIDED DATA

The processing of your data provided for opening the Personal Account is governed by our Privacy Policy, which is available on the Platform. By opening the Personal Account, you also agree to the terms of our Privacy Policy.

20. CHANGES TO THE TERMS

20.1 Changes to the Terms

These Terms and any additional terms and conditions that may apply are subject to change. Changes will be implemented with prior notice from us under the procedure set forth in this section 20.

20.2 Notification on changes to the Terms

We shall notify you on any proposed change by publishing a relevant message in your Personal Account.

20.3 Effective date of changes to the Terms

The proposed changes to the Terms shall come into effect immediately after publication on the Platform and you shall not have the right to object to such a change.

21. COMMUNICATION

21.1 Communication via e-mail

We usually contact you via e-mail. For this purpose, you must at all times maintain at least one valid e-mail address in your Personal Account profile. You are required to check for incoming messages regularly and frequently. E-mails may contain links to further communication on the Website. Any communication or notice sent by e-mail shall be deemed received by you on the same day if it is received in your e-mail inbox before 5.30 pm on a Communication Business Day. If it is received in your e-mail inbox after 5:30 pm on a Communication Business Day or at any other time, it shall be deemed received on the next Communication Business Day.



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21.2 Other means of communication

Apart from communicating via e-mail, we may contact you via telephone, where appropriate. If you use any mobile services, we may communicate with you via SMS. Any communication or notice sent by SMS shall be deemed received the same day.

21.3 Access to e-mails

To view e-mails you need a computer, tablet PC, smartphone or any other device, which can display e-mails in HTML format.

21.4 Communication language

We will communicate to you in English and will always accept communications made to us in English. For non-standard communication, we reserve the right to communicate with you in English. Documents or communications in any other languages are for convenience only and shall not constitute an obligation on us to conduct any further communication in that language.

21.5 Administrator's contact details

You may contact us at any time by sending an email to the Administrator via "Contact Us" facility on the Platform.

22. NO WARRANTY

THE ADMINISTRATOR DOES NOT PROMISE THAT THE PERSONAL ACCOUNT OR ANY CONTENT, SERVICE OR FEATURE OF THE PERSONAL ACCOUNT WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE PERSONAL ACCOUNT WILL PROVIDE SPECIFIC RESULTS. THE PERSONAL ACCOUNT AND ITS FUNCTIONALITY, ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. THE ADMINISTRATOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ADMINISTRATOR DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE PERSONAL ACCOUNT. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE PERSONAL ACCOUNT AND ANY THIRD-PARTY WEBSITES. YOUR SOLE REMEDY AGAINST THE ADMINISTRATOR FOR DISSATISFACTION WITH THE PERSONAL ACCOUNT AND ITS FUNCTIONALITY IS TO STOP USING THE PERSONAL ACCOUNT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.



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23. FORCE MAJEURE

You understand and agree that we will not be held liable for any losses or damages resulting from suspension of the Services due to Force Majeure events.

24. ENTIRE AGREEMENT

Subject to any terms implied by the governing law, these Terms represent the whole and only agreement between the Parties in relation to the Personal Account and supersede any previous agreement (whether written or oral) between the Parties in relation to the subject matter of any such document, save that nothing in these Terms shall exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

25. THIRD PARTY RIGHTS

The Parties do not intend that any term of these Terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to these Terms.

26. SEVERABILITY

If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these Terms but without invalidating any of the remaining provisions of these Terms. Any provision of these Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The Parties shall then use all reasonable efforts to replace the invalid or unenforceable provision(s) by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

27. JURISDICTION

Any dispute arising out of or in connection with these Terms (including a dispute relating to the existence, validity or termination of these Terms) shall be referred to the courts of the Poland Republic subject to the applicable jurisdiction rules.

28. GOVERNING LAW

The construction, validity and performance of these Terms and all non-contractual obligations arising from, or connected with, these Terms shall be governed by Polish law.

07 December 2017
