



# SYNTERIUM

---

## PLATFORM TERMS AND CONDITIONS

### 1. RECITALS

- (A) These terms and conditions (the “**Terms**”) shall constitute a legally binding agreement between the Administrator and the User (as these terms are defined below) (the “**Parties**”) in respect of the usage of the Platform and the Platform Services (as these terms are defined below).
- (B) By accessing the Platform or consuming any of the Platform Services, or accessing in any manner, the Platform, you represent, warrant and agree that you give us your irrevocable written consent to accept these Terms.
- (C) Please review these Terms carefully before you decide whether to accept them and use the Platform.

### 2. INTERPRETATION

#### 2.1 Definitions

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

“**Administrator**” 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 Zamknet str, 10, of. 19, Krakow 30-554, Poland, which administers the Platform;

“**Balance**” means any types of assets, which may be received by the User depending on his performance as provided in the documents, which specify the terms and conditions related to the operation of the relevant Project;

“**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, breaking off of diplomatic relations, invasion, acts of foreign enemies, hostilities (whether war is declared or not), rebellion, revolution, insurrection of military or



# SYNTERIUM

---

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;

“**User**” means any person, who has fulfilled all applicable condition (-s) precedent (-s) for opening of the Account and is admitted to participation in at least one Project;

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

“**Platform**” means platform “Synterium”, which provides Platform Services;

“**Platform Services**” means the Project Services and User Services;

“**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, which was admitted by the Administrator to the Platform and is available for the User, which holds the Personal Account;

“**Project Documents**” means any documents, which provide the terms and conditions related to the operation of the relevant Project and participation in the Project and any other agreements or deeds regarding the Project;

“**Terms of Personal Account**” means the Personal Account terms and conditions, which are available for the User at the Platform;

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

“**you**”, “**your**” means the User.

---



# SYNTERIUM

---

## 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
- (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 Headings

Clause, paragraph, and section headings are inserted for ease of reference only and shall not affect construction.

## 2.4 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.

## 2.5 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.

---



# SYNTERIUM

---

## 3. NO OFFER

For the avoidance of doubts, any information available on the Website, except for the Project Documents (as applicable), shall not constitute an offer to participate in any Project or support the Project in any manner.

## 4. PLATFORM

### 4.1 Platform

- (a) The Platform is a virtual platform for the marketing promotion of goods and services, which allows reaching the new consumer markets worldwide.
- (b) The Platform may provide both Project Services and User Services at its sole discretion.

### 4.2 Platform access

The Platform shall be available for the access by the Users at all times.

### 4.3 No liability

For the avoidance of doubts, by providing the Platform Services the Platform shall not be liable to any Project or User for any matters related to or consequences of consumption of the Platform Services.

## 5. PROJECT SERVICES

- (a) The Platform may provide to the Projects the following services at its own discretion:
    - (i) marketing promotion of the relevant Project;
    - (ii) accounting of the respective financial commitments of the third parties towards the Users of the relevant Project;
    - (iii) integration of different services necessary for the proper functioning of the relevant Project; and
    - (iv) other services, which the Platform may provide to the Projects from time to time (the “**Projects Services**”).
  - (b) For the avoidance of doubts, by providing the Project Services the Platform shall not be liable to any User for any matters related to or consequences of his participation in any Project available on the Platform.
-



# SYNTERIUM

---

## **6. COOPERATION WITH PROJECTS**

- (a) The terms and conditions of the cooperation between the Platform and the Project shall be specified in the relevant agreement between the Administrator and the owner of the relevant Project.
- (b) The agreement between the Administrator and the owner of the relevant Project shall be confidential and shall not be disclosed by its parties, unless otherwise is required by the applicable law.

## **7. USER SERVICES**

The Platform may provide to the Users the following services at its own discretion:

- (a) ability to propose the new Project for the consideration of the Administrator;
- (b) opening and maintenance of the Personal Account; and
- (c) other services, which the Platform may provide to the Users from time to time (the “User Services”).

## **8. PROJECT PROPOSAL**

### **8.1 Project proposal**

The User shall have the right to propose the Project for consideration of the Administrator by contacting the Administrator through the “Contact us” facility on the Platform.

### **8.2 Feedback on proposed Project**

For the avoidance of doubts, it is the sole discretion of the Administrator to provide any feedback in respect of the Project proposed by such User and Administrator’s consideration of the Project proposed by the User shall not constitute the consent of the Administrator to implement such Project or promote such Project in any manner.

### **8.3 Illegal Project**

For the avoidance of doubts, the Administrator shall reserve the right to notify any law-enforcement authorities or any other authorities (as applicable) of the Project proposed by the User if such Project, as determined at Administrator’s sole discretion, may be deemed illegal or infringing the rights of the Administrator or its affiliates.

## **9. PERSONAL ACCOUNT**

### **9.1 Platform functionality**

The complete functionality of the Platform shall be available to the User upon opening of the Personal Account.

---



# SYNTERIUM

---

## **9.2 Personal Account**

The terms of opening and functionality of the Personal Account shall be provided in the Terms of Personal Account.

## **10. PROHIBITED ACTIVITIES**

It is strictly forbidden to use the Platform to propose the Project, which does not comply with the laws and regulations applicable to the relevant User.

### **10.1 PROHIBITED COUNTRIES OF RESIDENCE**

You may not 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 Platform in other countries at any time and without prior notice. We reserve the right to block your access to the Platform at any time if we reasonably believe to be required to do so by law or to comply with recommendations issued by a relevant government authority or recognised body for the prevention of financial crime.

## **11. CHANGES TO TERMS**

### **11.1 Changes to Terms**

These Terms and any additional terms and conditions that may apply are subject to change. Changes will be implemented with notice from us under the procedure set forth in this section 11.

### **11.2 Notification on changes to Terms**

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

### **11.3 Effective date of changes to Terms**

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

## **12. ENTREPRENEURIAL RISKS**

- (a) The User hereby confirms that he understands and takes all entrepreneurial risks related to participation in any Project and that the participation in any Project does not automatically grant any Balance. For the avoidance of doubts, the Administrator does not provide any guarantee as to the receipt of any Balance due to User's participation in any Project, and administration of the Platform by the Administrator shall not constitute such guarantee.
-



# SYNTERIUM

---

- (b) For the avoidance of doubts, neither the Platform, nor the Administrator shall regulate the relations between the Users of the relevant Project. The Platform and the Administrator shall not be liable for any damages incurred to the User by another User or any third parties.

## 13. COMMUNICATION

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 will be deemed received by you on the same day if it is received in your e-mail inbox before 5.30 pm on a Business Day. If it is received in your e-mail inbox after 5:30 pm on a Business Day or at any other time, it will be deemed received on the next Business Day.

### 13.1 Access to e-mails

To view e-mails you need a computer with email software that can display emails in HTML format.

### 13.2 Communication language

- (c) We will communicate to you in English and will always accept communications made to us 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
- (d) The User shall communicate us in English only.

### 13.3 Administrator contact details

You may contact us during Business Hours via the “Contact us” facility on the Platform.

## 14. NO WARRANTY

THE PLATFORM, AS WELL AS THE PLATFORM SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. USE OF THE PLATFORM AS WELL AS THE PLATFORM SERVICES IS AT YOUR OWN RISK. THE ADMINISTRATOR AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER THE ADMINISTRATOR, NOR ITS AFFILIATES HAVE CONTROL OF, OR LIABILITY FOR, SERVICES THAT ARE PAID FOR USING THE PLATFORM AS WELL AS THE PLATFORM SERVICES AND CANNOT ENSURE THAT ANY THIRD PARTY YOU TRANSACT WITH WILL COMPLETE THE TRANSACTION. NEITHER THE ADMINISTRATOR, NOR ITS AFFILIATES REPRESENT OR WARRANT THAT THE PLATFORM AS WELL AS

---



# SYNTERIUM

---

THE PLATFORM SERVICES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE ADMINISTRATOR, OR ITS AFFILIATES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. NEITHER THE ADMINISTRATOR, NOR ITS AFFILIATES SHALL BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS OR SYSTEM FAILURES THAT MAY AFFECT THE PROCESSING, COMPLETION, OR SETTLEMENT OF TRANSACTIONS. THIS DISCLAIMER OF WARRANTY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

**15. NO PARTNERSHIP OR AGENCY**

Nothing in these Terms shall be deemed to constitute a partnership between the Parties or constitute any Party the agent of any other Party for any purpose.

**16. FORCE MAJEURE**

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

**17. ENTIRE AGREEMENT**

Subject to any terms implied by the applicable law, these Terms represent the whole and only agreement between the Parties in relation to the Platform Services 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.

**18. 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.

**19. 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.





# SYNTERIUM

---

## **20. 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 Poland subject to the applicable jurisdiction rules.

## **21. 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