



LICENSING—COPYRIGHT © 2016-2019 SYNAPSE GP™
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(1.) THE LICENSE AND THE PRODUCT

- (a) The License serves as a contract (also named the “*Agreement*”) between the **Product provider** (“*Synapse GP™*”) and the **Client** (*you*). By purchasing a subscription to the **Product and its Associated Services** (*also named the “Software”, or simply the “Product”*), you agree to all terms within this License and vow to respect it. Breaching the License and its terms, willingly or not, will inevitably result in the termination of your Product usage, and so without ulterior notice or warning. The License is bound to change and revision by the Product provider, and to continue usage of the Product you will have to agree to all subsequent changes to the License and its terms when they do happen. Continued usage of the Product and its Associated Services after license modifications automatically implies you have consented and agreed to the new license modifications.
- (b) Agreement to the license is necessary for the usage of the Product. If you come to disagree with some of the license's terms, or you disagree with the license in its entirety, then you are not allowed to use the Product. Agreeing, or contrariwise disagreeing, with this license implies that you have read it in its entirety. It is important as the Client to fully know the implications of the license.
- (c) The Product Provider reserves itself the right to revoke the License at will, without prior warning or explanation. Similarly, it can restore the License (*if previously revoked*) at will.
- (d) Purchasing the Product from sources and markets not officially allowed¹ by the Product provider does not entitle you to this contract and will result in the termination of your Product usage.
- (e) All payments done toward the Product provider are to be considered irrevocably paid, unless the Product provider determines (*on a case-by-case basis*) that the payment should be refunded. The only case where the eligibility of a refund is predetermined is when the Client fails to receive the Product within 24 hours of the purchase; in such cases, a partial refund is guaranteed.
- (f) All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in a location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the arbitration rules and guidelines of the Chartered Institute of Arbitrators. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in computer science and software distribution and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or

¹ As of the time of this document's publishing, the only officially allowed point of sale is <https://x.synapse.to>

entity. An award of arbitration may be confirmed in a court of competent jurisdiction. Please bear in mind that as expressed by Amendment VII of the United States Constitution, if you were to bypass our arbitration clause as an American citizen, you do not have legal grounds to file a lawsuit for a civil trial as the total value of our products never exceed the amount of 20\$ American Dollars (USD).

- (g) THE PRODUCT PROVIDER AND OUR AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE PRODUCT AND ITS ASSOCIATED SERVICES. YOU UNDERSTAND THAT USE OF THE PRODUCT AND ITS ASSOCIATED SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE PRODUCT AND ITS ASSOCIATED SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." THE PRODUCT PROVIDER DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF THE PRODUCT AND ITS ASSOCIATED SERVICES. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE PRODUCT ARE ITS ASSOCIATED SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM COMPUTER NETWORKS.
- (h) TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMAN-LIKE EFFORT, AND NON-INFRINGEMENT.

(2.) OWNERSHIP CONDITIONS

- (a) As the Client, it is forbidden to:
 - a. Resell your Product license to third parties, including personal family or friends. Your license, under this context, includes your **intangible serial key used to redeem access to the Product, your account associated with the Product and its Associated Services** and the **files you have downloaded after purchasing the product**.
 - b. Resell individual components of the Product², including but not limited to: **documents included within the downloaded Product** and **binary files** and **source code** associated with the Product and its Associated Services.
 - c. Attempt the reverse engineering of the Product under any circumstances, and so for any purposes, to the extent of local law.
 - d. Encourage antagonist entities³ to analyze our Product and its functionality, which may include (*but is not limited to*) redistributing the files to those antagonist entities and providing information the functionality of those files.
 - e. Utilize the Product and its features to engineer methods to detect the Product's presence (*in any of its states*) on a Client's machine.
 - f. Phish or otherwise harm fellow users of the Product, such as distributing scripts that may harm another user's computer or the user itself.
 - g. Use this Product and its Associated Services for commercial use without explicit agreement from the Product provider, excluding the fabrication and resale of scripts in accordance with clause 2§a.b.

² Scripts written for the Product by non-official authors are not considered components of the Product and therefore, are not restricted. Scripts written for the Product by official authors authorized by the Product provider are restricted by the clause and thus may not be resold.

³ The classification of an entity as an antagonist entity is up to the Product provider. The Product provider will refuse to reveal an entity's classification.

- i. Using the Product and its Associated Services for **advertising** or **referral** purposes is permitted insofar permission to do so has been explicitly granted by the Product provider via formal agreement.
 - ii. Using the Product and its Associated Services to debug commercial material (*such as, but not limited to, Video games*) is **not considered** commercial usage as long clause 2§a.e remains un infringed.
 - iii. Commercial licenses for the usage of the Product and its Associated Services are handed out **privately** and **exclusively** by the Product provider on demand and can be terminated at any time for any reason.
 - h. Illegally use the Product without payment⁴ (cracking, stealing a Product license, etc.)
 - i. Use this Product for purposes other than what it is authorized for (see 3§a-3§c).
- (b) If the terms 2§a.a-2§a.i are respected, your usage of the Product will persist. Otherwise, if you are found breaking the precedingly mentioned terms, your usage will be systematically revoked.
- (c) If, as Client, you are found to have committed fraud or any illegal activity toward the Product, its Customer Product or the Product provider, then your license will be immediately revoked, and you will be denied any future purchases. Further legal action may be taken.

(3.) AUTHORIZED USES OF THE PRODUCT

- (a) The usage of the Product is limited to legal purposes. It is strictly forbidden to use this Product for illegal purposes.⁵ The legality and illegality of the precedingly mentioned legal and illegal purposes are the ones of your country of residence. For example, if you live in the United States, then you cannot use the Product for purposes deemed illegal in the United States. Likewise, if you live in France, the same principle occurs — you cannot use the Product for purposes deemed illegal in France. This rule applies for every State.
- (b) The Client is responsible for any consequences stemming from the unauthorized usage of the Product. The Client fully accepts that if any technical, social or legal trouble arises from his usage of the Product, it is because of his own fault and not the fault of the Product provider. In a word, by agreeing to this clause, the Client relieves the Product provider of any responsibility if the Client’s usage of the Product results in legal, social or technological trouble.
- (c) Your use of the Product must respect the terms and conditions of other products used in combination of the Product.⁶ For instance, using the Product to modify the environment of another product must be done within the bounds of the terms and conditions of the other product.

(4.) PRIVACY POLICY

- (a) The Product and its Associated Services do not in any way store, share or otherwise attempt to obtain any personal information that can be used to identify the Client (you).
- (b) The only data stored is your E-mail address, a password hash, your IP address, your Discord account ID and a signature containing computer information for diagnostics, troubleshooting and authentication. This data is automatically deleted when we no longer have any use for it.

⁴ The usage of the Product for free can only be the result of an authorized giveaway or gift.

⁵ The Client’s unawareness of the illegality of his actions will not excuse him from a License revocation or from legal action.

⁶ The Product does not have by itself the ability to interact with other software, it must be programmed to do so by the Client.

- (c) When you access the Product and its Associated Services, we may collect certain information automatically, including, but not limited to, the type of computer and operating system you use, your computer unique ID, the IP address of your computer, the type of Internet browser you use, unique device identifiers and other diagnostic data ("Usage Data").
- (d) We use cookies and similar tracking technologies to track the activity on the Product and its Associated Services and hold certain information. Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze the Product and its Associated Services. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of the Product and its Associated Services.
- (e) The Product Provider uses the collected data for various purposes: to provide and maintain the Product and its Associated Services, to notify you about changes to the Product and its Associated Services, to allow you to participate in interactive features of the Product and its Associated Services when you choose to do so, to provide customer care and support, to provide analysis or valuable information so that we can improve the Product and its Associated Services, to monitor your usage of the Product and its Associated Services and to detect, prevent and address technical issues.
- (f) Your information we store may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction. If you are located outside Canada and choose to provide information to us, please note that we transfer the data to Canada and process it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer. The Product provider will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.
- (g) The Product provider may disclose your data in the good faith belief that such action is necessary to comply with a legal obligation, protect and defend the rights or property of the Product provider, prevent or investigate possible wrongdoing in connection with the Product and its Associated Services, protect the personal safety of users of the Product and its Associated Services or the public or protect against legal liability.
- (h) The security of your data is important to us but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your data, we cannot guarantee its absolute security.
- (i) The Product and its Associated Services may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.
- (j) The Product provider and the Product and its Associated Services does not address anyone under the age of 18 ("Children"). We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children has provided us with (personal) data, please contact us. If we become aware that we have collected (personal) data from children without verification of parental consent, we take steps to remove that information from our servers.
- (k) We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on <https://x.synapse.to/Contract.pdf>. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on the page.

- (l) In compliance with the EU General Data Protection Regulation (GDPR), you can demand the deletion of all your data by contacting our Data Protection Officer (DPO) at contact@synapse.to. Make sure to give as much information as you can, including your e-mail addresses, all usernames associated with the service, payment information, etc. **This will result in revoking your license.** Take note that if removing your data may result in legal trouble for you or us, we will not do so. If you are not a citizen of a country within the European Union, those data deletion privileges are not guaranteed to you, but may be granted on a case-by-case basis.

(5.) MISCELLANEOUS

- (a) This section, and all previous sections whose terms apply after these Terms end will survive any termination or cancellation of these Terms. To the extent permitted by applicable law, we may assign these Terms, subcontract our obligations under these Terms, or sublicense our rights under these Terms, in whole or in part, at any time without notice to you. You may not assign these Terms or transfer any rights to use the Product and its Associated Services. This is the entire agreement between you and the Product provider for your use of the Product and its Associated Services. It supersedes any prior agreements between you and the Product provider regarding your use of the Product and its Associated Services. In entering these Terms, you have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance other than as expressly set out in these Terms. All parts of these Terms apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we can't enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms won't change. These Terms are solely for your and our benefit. These Terms are not for the benefit of any other person, except for the Product Provider's successors and assigns. Section headings are for reference only and have no legal effect.
- (b) Claims must be filed within a week. Any claim related to these Terms or the Services must be filed in arbitration within one week of the date you could first file the claim, unless your local law requires a longer time to file claims. If not filed within that time, then it's permanently barred.
- (c) Except as expressly provided under these Terms, the Product Provider does not grant you a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by the Product Provider or any related entity, including but not limited to any name, trade dress, logo or equivalents. If you give to the Product Provider any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("Feedback"), you give to the Product Provider, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, use, share and commercialize your Feedback in any way and for any purpose. You will not give Feedback that is subject to a license that requires the Product Provider to license its software, technologies or documentation to any third party because the Product Provider includes your Feedback in them.
- (d) The Product provider takes the breaching of its License terms very seriously and will consider every single reported infringement case sent to the appropriate e-mail address, contact@synapse.to. Any other reports of License infringement will not be officially considered. Rewards in the form of currency may be given out for valid infringement cases reported, depending on the Product provider's opinion of the severity of the case.