

TERMS OF SERVICE OF THE SYNCRA PLATFORM version of 25 September 2024

1. GENERAL PROVISIONS

- 1.1. These Terms of Service of the SYNCRA Platform (the "**Terms**") constitute a legally binding agreement between you (the "**User**", "**you**", "**your**" etc.) and Syncra Labs sp. z o.o. with its registered office in Warsaw, Poland ("**SYNCRA**", "**we**", "**our**", "**us**").
- 1.2. The Terms apply to your use of the Platform and Services made available to you through the Platform. The Terms set out in particular:
 - 1.2.1. the types and scope of electronically supplied services;
 - 1.2.2. the conditions for the supply of services by electronic means of communication, including:
 - 1.2.2.1. technical requirements requisite for cooperation with the ICT Systems used by SYNCRA;
 - 1.2.2.2. a prohibition on providing illegal content by the User;
 - 1.2.2.3. the conditions for making and terminating contracts of electronically supplied services;
 - 1.2.3. a complaint procedure.
- 1.3. The following annexes are an integral part of these Terms:
 - 1.3.1. **Annex no. 1 – FEES SCHEDULE;**
 - 1.3.2. **Annex no. 2 – TEMPLATE WITHDRAWAL FORM;**
 - 1.3.3. **Annex no. 3 – RISK NOTICE.**
- 1.4. The currently applicable and binding Terms are available on the Platform in a form that enables their recording, storage, and reproduction by the User. The content of the Terms may be recorded and reproduced by the User using any technique on any media for purposes related to the use of the Platform and the Services.
- 1.5. Before accessing the Platform or using any of the Services, you must carefully read and understand the Terms and the [Privacy Policy](#). By accessing the Platform or using any of the Services, you acknowledge that you have carefully read, understood, and agreed to be bound by the Terms and the [Privacy Policy](#).
- 1.6. **THE SYNCRA PLATFORM DOES NOT ALLOW FOR OR ENABLE CROWDFUNDING AND SYNCRA IS NOT A CROWDFUNDING SERVICE PROVIDER AS DEFINED IN THE CROWDFUNDING REGULATION. ANY ATTEMPT TO USE OR ANY USE OF THE SYNCRA PLATFORM FOR CROWDFUNDING PURPOSES IS STRICTLY PROHIBITED AND SHALL BE CONSIDERED A BREACH OF THE AGREEMENT BY FAULT OF THE USER ENTITLING SYNCRA TO TERMINATE THE AGREEMENT IN COMPLIANCE WITH RULES SET OUT IN SECTION 17. TERMINATION OF THE AGREEMENT.**
- 1.7. **NOTHING IN THESE TERMS OR IN THE SYNCRA CONTENT CONSTITUTES LEGAL, FINANCIAL, BUSINESS, CRYPTO-ASSETS OR TAX ADVICE AND YOU SHOULD CONSULT YOUR OWN LEGAL, FINANCIAL, CRYPTO-ASSETS, TAX OR OTHER PROFESSIONAL ADVISER BEFORE ENGAGING IN ANY ACTIVITY IN CONNECTION HEREWITH.**
- 1.8. **THE COMPANY SHALL BY NO MEANS BE REGARDED AS DAO ORGANIZER, DAO REPRESENTATIVE, DAO TREASURER, DAO BUSINESS PARTNER OR A PART OF A VENTURE CAPITAL TOGETHER WITH THE DAO. THE SERVICES, IN PARTICULAR THE DAO MANAGEMENT SERVICE, DO NOT CONSITUTE SUPPORT IN, INCLUDING AS A PROXY OR ATTORNEY-IN-FACT, IN CREATING, REGISTRATING OR INCORPORATING ANY DAO AS A LEGAL ENTITY UNDER THE APPLICABLE LAW. FOR THE AVOIDANCE OF**

DOUBT, THE DAO ACCOUNT ON THE PLATFORM IS PROVIDED AS PART OF THE DAO MANAGEMENT SERVICE AND DOES NOT GIVE ANY RIGHTS OR GROUNDS TO ANY CLAIMS TO ANY USER OR A THIRD-PARTY NOT EXPRESSLY AWARDED UNDER THESE TERMS, IN PARTICULAR THE DAO ACCOUNT CANNOT BE USED AS A CERTIFICATE OF INCORPORATION, PROOF OF REGISTRATION OR ANY SIMILAR PROOF OR DOCUMENT FOR ANY PURPOSE, INCLUDING FOR TAX LAW PURPOSES. THE DAO ACCOUNT DOES NOT AFFECT RULES OF LIABILITY OF DAO MEMBERS UNDER THE APPLICABLE LAW.

- 1.9. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MUST NOT ACCESS OR USE THE PLATFORM OR THE SERVICES.

2. CONTACT

- 2.1. You may contact SYNCRA as regards the matters related to the Platform or the Services using one of the following channels:
 - 2.1.1. email: contact@syncra.xyz
 - 2.1.2. telephone: +48 798 703 329 (on business days from 9am to 5pm CET).
- 2.2. We may communicate with you through the same contact channels as set forth in Section 2.1. above. If you use these communication channels, you agree that SYNCRA may communicate with you through these channels in response.
- 2.3. We may also communicate with you by posting information on the Platform or by sending an email to the email address provided by you when using the Platform or the Services.

3. TECHNICAL REQUIREMENTS FOR THE USE OF THE PLATFORM AND SERVICES

- 3.1. The technical requirements for the use of the Platform and Services are as follows:
 - 3.1.1. an Internet-connected device with the latest operating system, Internet access and a current standard web browser (e.g. Chrome, Safari, Mozilla Firefox, Opera or Microsoft Edge);
 - 3.1.2. cookies and JavaScript enabled in the web browser;
 - 3.1.3. screen resolution when displaying the Platform is at least 1280x720 pixel.
- 3.2. The technical requirements for the use of the DAO Management Service and the Newsletter Service are as follows:
 - 3.2.1. having an active e-mail account.
- 3.3. The technical requirements for the use of the Account Service, the Connect Wallet Service, the DAO Interaction Service, the Token Service and the DAO Management Service are as follows:
 - 3.3.1. having an active Wallet (e.g. an external off-Platform Wallet provided by a Third-Party etc.) that operates on Aleph Zero blockchain network or other blockchain networks compatible with Ethereum Virtual Machine.

4. LEGAL REQUIREMENTS FOR THE USE OF THE PLATFORM AND SERVICES

- 4.1. The legal requirements for the use of the Platform and the Services are as follows:
 - 4.1.1. you must be at least 18 years old or of the legal age in accordance with the Applicable Law at the time of accessing the Platform;
 - 4.1.2. you must have the full legal capacity to conclude agreements under the Applicable Law;
 - 4.1.3. comply with additional requirements as regards specific Services set out in these Terms (if applicable).
- 4.2. If you do not meet with any of the requirements set out in Section 4.1, you are obligated to refrain from accessing and using the Platform or Services.

5. COMPLIANCE WITH THE APPLICABLE LAW

- 5.1. The User must comply with the Applicable Law, including the local laws regarding the lawful use of the Services in the User's jurisdiction.

6. TYPES AND SCOPE OF THE SERVICES

- 6.1. The types of the Services are as follows:
 - 6.1.1. Content Access Service;
 - 6.1.2. Connect Wallet Service;
 - 6.1.3. Account Service;
 - 6.1.4. DAO Management Service;
 - 6.1.5. Bot Service;
 - 6.1.6. Newsletter Service
 - 6.1.7. Token Service.
- 6.2. The agreement on the use of the Platform and Services is concluded as regards:
 - 6.2.1. **the Account Service** – when the User uses the Connect Wallet Service;
 - 6.2.2. **the Bot Service** – when the User grants permission for the bot developed by SYNCRA to access the User's account and/or channel on the Discord platform;
 - 6.2.3. **the Content Access Service** – when the User accesses the Platform;
 - 6.2.4. **the Connect Wallet Service** – when the User clicks the "Connect Wallet" button (or button with equivalent information) on the Platform's interface and ticks the relevant checkboxes confirming that the User has read and accepts the [Terms](#) and the [Privacy Policy](#);
 - 6.2.5. **the DAO Management Service** – when the User clicks the "Create your DAO" button (or button with equivalent information) on the Platform's interface, provides his/her email address and ticks the relevant checkbox(es) confirming that the User has read and accepts the [Terms](#) and the [Privacy Policy and that the User wants to receive the digital content immediately, acknowledging that such access forfeits User's right to withdraw from the contract](#);
 - 6.2.6. **the DAO Interaction Service** – when the User who has an Account interacts with the DAO Account on the Platform;
 - 6.2.7. **the Newsletter Service** – when the User (i) enters his or her e-mail address to newsletter form; and (ii) accepts these Terms and Privacy Policy by ticking the appropriate checkbox(es); and (iii) clicks on the "Sign Up" button (or button with equivalent information) and receives confirmation of the sign up on the Platform's interface ("You are subscribed!" or equivalent information);
 - 6.2.8. **the Token Service** – (i) when using the DAO Management Service at the stage of setting up the DAO Account the User selects a Token-based governance method for the DAO Account and either creates a new Token and inputs the Wallets' data of the Token receivers to distribute the Token or wraps an existing PSP22 token; or (ii) when using the DAO Interaction Service the User engages in Voting or delegates Voting rights in accordance with Section 12. DAO INTERACTION SERVICE.
- 6.3. **Continued use of the Platform and/or the Services is considered as a declaration of will to be bound by these Terms and acknowledgement of the Privacy Policy.**
- 6.4. The Agreement with the User is concluded for an indefinite term.
- 6.5. SYNCRA may terminate the Agreement by, with immediate effect if any of these valid reasons arise:

- 6.5.1. the User is in breach of these Terms, in particular the rules of conduct set out in Section 5. COMPLIANCE WITH THE APPLICABLE LAW or in Section 7. GENERAL RULES OF USE OF THE SERVICES;
- 6.5.2. the User grossly violates Applicable Law or the rights of SYNCRA or any third parties in connection with the User's use of the Services, in particular intellectual property rights;
- 6.5.3. the User carries out activities detrimental to SYNCRA or any third parties, in particular activities that violate or threaten the security of ICT Systems;
- 6.5.4. the User uses the Services in a manner contrary to their purpose or scope as set out in these Terms;
- 6.5.5. the User attempts to gain unauthorised access to the Platform;
- 6.5.6. the User overcomes software security features that restrict or protect the use of Content;
- 6.5.7. it is requested by law enforcement or other public authorities.

7. GENERAL RULES OF USE OF THE SERVICES

- 7.1. The User is authorized to use the Platform and/or the Services exclusively for personal use.
- 7.2. The User is obliged to use the Services in accordance with these Terms, the Applicable Law and good market practices, respecting personal rights and intellectual property rights, in particular our rights or rights of or any third parties. In particular, the User undertakes:
 - 7.2.1. not to transmit or upload any Prohibited Content;
 - 7.2.2. not interfere with or disrupt the operation of the Services or ICT Systems;
 - 7.2.3. not impersonate any person or entity, misrepresent information, or otherwise misrepresent your affiliation with a person or entity;
 - 7.2.4. not collect or gather email addresses or other contact details of other Users by email or otherwise for the purpose of sending unsolicited emails or other unsolicited communications;
 - 7.2.5. not advertise or offer to sell or purchase any goods or services for any purpose not expressly permitted by SYNCRA;
 - 7.2.6. not support, assist, or promote any criminal activity or enterprise;
 - 7.2.7. not access or use the Services to create products or services that compete with the Services;
 - 7.2.8. not modify, reproduce, duplicate, copy, download, store, further transmit, distribute, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or license, sublicense, sell, mirror, design, rent, lease, trademark, grant a security interest in or to any portion of the property, or create derivative works or otherwise exploit any portion of the property with respect to the SYNCRA Content, the Platform or the Services - without the prior written consent of SYNCRA;
 - 7.2.9. not use deep linking, indexing robots, bots, spiders or other automated devices, programs, scripts, algorithms or methods, or any similar or equivalent manual process to access, obtain, copy or monitor any element of SYNCRA's intellectual property, or replicate or circumvent the navigational structure or presentation of the SYNCRA Content, the Platform or the Services in any way, to obtain or attempt to obtain any materials, documents or information by any means not intentionally made available through the Services or the Platform in accordance with these Terms.

8. CONTENT ACCESS SERVICE

- 8.1. The Content Access Service consists of enabling the User to access the Content.
- 8.2. To start using the Content Access Service, the User must visit the Platform using the User's web browser.
- 8.3. THE CONTENT OR OTHER INFORMATION PUBLISHED ON THE PLATFORM IS PROVIDED FOR INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER, ADVICE OR RECOMMENDATION TO BUY OR SELL ANY ASSETS OR TO ENGAGE IN ANY TRANSACTION, NOR DOES IT CONSTITUTE ADVICE OF ANY OTHER NATURE, SUCH AS TAX OR LEGAL ADVICE. ALL DECISIONS MADE BY THE USER ARE BASED SOLELY ON THE USER'S OWN ASSESSMENT OF THE USER'S FINANCIAL SITUATION AND OBJECTIVES. THE USER'S DECISIONS ARE USER'S SOLE RESPONSIBILITY.
- 8.4. The use of the Content Access Service does not require an Account.
- 8.5. The use of the Content Access Service is free of charge.

9. CONNECT WALLET SERVICE

- 9.1. The Connect Wallet Service consists of enabling the User to connect his/her Wallet to the Platform and ICT Systems of SYNCRA.
- 9.2. To start using the Connect Wallet Service, the User must:
 - 9.2.1. visit the Platform using the User's web browser; and
 - 9.2.2. click on the "Connect Wallet" button (or button with equivalent information) on the Platform's interface; and
 - 9.2.3. ticks the relevant checkboxes confirming that the User has read and accepts the [Terms](#) and the [Privacy Policy](#); and
 - 9.2.4. select the type of Wallet to be connected, including by selecting a Third-Party provider of Wallet (if applicable) and click the button confirming the User's choice; and
 - 9.2.5. proceed with the Third-Party provider's form in order to connect the Wallet.
- 9.3. Each User may connect only one Wallet to the Platform.
- 9.4. The User acknowledges and understands that the User's Wallet is an external tool provided by the Third-Party. SYNCRA is not a User's Wallet provider, does not exercise any control over the operation of the User's Wallet(s) and has no control over or access to the crypto-assets in the User's Wallet. The provisions of Section 16. THIRD-PARTY SERVICES apply accordingly.
- 9.5. The use of the Connect Wallet Service does not require an Account.
- 9.6. The use of the Connect Wallet Service is free of charge.

10. ACCOUNT SERVICE

- 10.1. The Account Service consists of enabling the User to use DAO Management Service and interact with the DAO Account. By using the Account Service, the User creates his / her Account.
- 10.2. To start using the Account Service, the User must connect his/her Wallet to the Platform by way of using the Connect Wallet Service.
- 10.3. The use of the Account Service is free of charge.

11. DAO MANAGEMENT SERVICE

- 11.1. The DAO Management Service consists of enabling the User to create and manage the DAO Account.
- 11.2. To start using the DAO Management Service, the User must:

- 11.2.1. click the “Create your DAO” button (or button with equivalent information) on the Platform’s interface;
- 11.2.2. provide his/her email address;
- 11.2.3. tick the relevant checkbox(es) confirming that the User has read and accepts the [Terms](#) and the [Privacy Policy and that the User wants to receive the digital content immediately, acknowledging that such access forfeits User’s right to withdraw from the contract \(“I understand that by immediately receiving access to the DAO Management Service and Token Service I will lose my right to withdraw” or equivalent clause\).](#)
- 11.3. The use of the DAO Management Service requires an Account.
- 11.4. The DAO Management Service is provided for remuneration and is subject to SYNCRA Fees (paid to SYNCRA) and Gas Fee (paid to the network validators).
- 11.5. The User will receive a confirmation email – with the Terms in a PDF or equivalent file format attached – to the email address provided by the User referred to in Section 11.2.2 after successfully creating a DAO Account.
- 11.6. **In cases where the User is a Consumer, the User acknowledges and confirms that due to the fact that SYNCRA has started providing the DAO Management Service with the User’s prior express consent and that the User has been informed before the performance has begun that the User will lose their right of withdrawal once the DAO Management Service has been provided (including by creating DAO Account), the User shall have no right of withdrawal under Article 38(1)(13) of the ACR.**

[Creating DAO Account]

- 11.7. The User sets up a DAO Account by:
 - 11.7.1. submitting DAO’s name, DAO’s description and DAO’s logo (mandatory);
 - 11.7.2. submitting link to DAO’s website off-Platform (optional);
 - 11.7.3. choosing governance method, i.e. either Token-based or Wallet-based, as well as filling all required fields in the form available on the Platform’s interface (e.g. by providing Token data for Token-based method or providing public Wallet addresses of DAO members in case of the Wallet-based method);
 - 11.7.4. choosing Voting rules and strategies, as well as filling all required fields in the form available on the Platform’s interface;
 - 11.7.5. confirming the creation of a DAO Account using Wallet signature.
- 11.8. The User acknowledges that all information pertaining to the DAO Account is publicly available on the Platform.

[Managing DAO Account]

- 11.9. The DAO Account is managed by way of the DAO Interaction Service, in particular by way of Voting on the Proposals by the Users, with the exception of the selected blockchain network and the selected Token (if applicable) which cannot be changed after the creation of the DAO Account.

[DAO Management Service and use of Tokens]

- 11.10. The DAO Management Service can involve use of the Token Service depending on the DAO Account settings, in particular if the User sets up the DAO Account to allow for Token-based Voting.

12. DAO INTERACTION SERVICE

- 12.1. The DAO Interaction Service consists of engaging the DAO Account through the Platform with the User's Account.
- 12.2. To start using the DAO Interaction Service, the User must visit the Platform using the User's web browser and connect his/her Wallet to the Platform by way of using the Connect Wallet Service.
- 12.3. The use of the DAO Interaction Service requires an Account.
- 12.4. The DAO Interaction Service is provided for consideration and is subject to SYNCRA Fees paid to SYNCRA and Gas Fee paid to the network validators.

[Making and discussing Proposals]

- 12.5. The User creates Proposals by:
 - 12.5.1. connecting User's Wallet to the Platform to ensure that the User's Wallet has necessary rights to create Proposals for the selected DAO Account;
 - 12.5.2. clicking "Create New Proposal" button (or button with equivalent information), selecting a Voting strategy and terms admissible for the DAO Account, and configuring the Proposal (e.g. by providing title and description);
 - 12.5.3. confirming Token lock in case of Token-based strategy chosen for the DAO Account (if applicable);
 - 12.5.4. clicking "Deploy" button (or button with equivalent information).
- 12.6. Users who have an Account may interact with the deployed Proposal by Voting.

[Voting settings]

- 12.7. The User who creates a Proposal may (if admissible for the selected DAO Account):
 - 12.7.1. in case of Wallet-based strategy – choose the Voting settings (e.g. Polling with Multiple Answers, Approval with Multiple Answers etc.);
 - 12.7.2. in case of Token-based strategy – set the Voting to consist of voting on multiple answers where the voting power of the Users can be split between available options (Weighted Voting)
- 12.8. The Proposal, its author (User who created the Proposal), contents, status and data regarding the Voting (e.g. Voting period, number of "YES", "NO", "ABSTAIN" votes etc.) is publicly available and displayed on the Platform's interface.

[Voting & discussion]

- 12.9. The User who interacts with a Proposal may:
 - 12.9.1. discuss the Proposal on a forum provided by SYNCRA on the Platform;
 - 12.9.2. engage in Voting by either voting with a User's Wallet (Wallet-based strategy) or by locking the Tokens for a certain period of time, i.e. for a time when a Proposal is being voted on (Token-based strategy);
 - 12.9.3. delegate his or her Voting rights to another User in accordance with Section 12.11-12.12 (Token-based strategy).
- 12.10. The User who interacted with a Proposal by way of locking the Tokens may withdraw the Tokens after the expiry of the time when a Proposal is being voted on. In order to withdraw the Tokens, the User must click the "Withdrawal" button (or button with equivalent information) on the Platform's interface.

[Delegation of Voting rights]

- 12.11. Delegation of Voting rights is available only for the Proposals made for DAO Accounts with chosen Token-based strategy.
- 12.12. The User who wants to delegate his or her Voting rights to another User must:

- 12.12.1. connect User's Wallet to the Platform to ensure that the User's Wallet has necessary amount of Tokens to be transferred;
- 12.12.2. click the "Delegate" button (or button with equivalent information);
- 12.12.3. select the amount of Tokens to transfer to another User and provide the recipient's Wallet public address;
- 12.12.4. confirm the delegation by clicking the "Confirm" button (or button with equivalent information);
- 12.12.5. sign the transaction with User's Wallet – for the avoidance of doubt, the transaction takes place on blockchain network, i.e. out of control of SYNCRA which merely provides the interface on the Platform to facilitate the transaction.

[DAO Interaction Service and use of Tokens]

- 12.13. The use DAO Interaction Service can involve use of the Token Service depending on the DAO Account settings, in particular if the User wants to engage in Token-based Voting.

13. BOT SERVICE

- 13.1. The Bot Service consists of providing the User with the option to invite a bot programmed by SYNCRA to the User's Discord channel and use it for the purposes set by the User.
- 13.2. To start using the Bot Service, the User must invite the bot to the User's Discord channel using the instructions provided on the Platform available at: <https://docs.syncra.xyz/discord-bot-setup>.
- 13.3. The User is obligated to comply with the Discord Terms of Service, [Discord Community Guidelines](#), Discord Monetization Policy and any other policies, terms and conditions or provisions applicable to the User's use of the bot on the Discord platform.
- 13.4. The User acknowledges that:
 - 13.4.1. the Bot Service consists of provision of a software (bot) as a tool to be used by the User at the User's sole discretion on Discord which is a Third-Party platform operated by Discord Inc.;
 - 13.4.2. SYNCRA does not control how the User uses the bot;
 - 13.4.3. the User is solely responsible for the use of the bot on Discord channel and for ensuring compliance of such usage with policies, terms and conditions or provisions applicable to the User's use of the bot on the Discord platform, as well as the applicable law.
- 13.5. The use of the Bot Service does not require an Account.
- 13.6. The use of the Bot Service is free of charge.

14. NEWSLETTER SERVICE

- 14.1. The Newsletter Service consists of sending information and other content via e-mail, including marketing or promotional content about SYNCRA's services or products, in particular regarding new features of the Platform or new services provided by SYNCRA.
- 14.2. To start using the Newsletter Service, the User must:
 - 14.2.1. have an active e-mail address;
 - 14.2.2. fill in the newsletter form with the User's e-mail address;
 - 14.2.3. click the "Sign Up" button (or button with equivalent information);
 - 14.2.4. receive confirmation of the sign-up on the Platform's interface ("You are subscribed!" or equivalent information).
- 14.3. The Newsletter Service e-mails may contain SYNCRA Content which is subject to copyright or other rights of SYNCRA, and which is protected by the Applicable Law. Any

SYNCRA, modification and use thereof contrary to its purpose or without the consent of SYNCRA may constitute a breach of these Terms.

- 14.4. To terminate the agreement with SYNCRA as regards the Newsletter Service (unsubscribe), the User must click on the relevant “unsubscribe” link provided in each e-mail sent to the User as part of the Newsletter Service. After termination no marketing e-mail will be sent to the User, unless the User signs up for the Newsletter Service.
- 14.5. The use of the Newsletter Service does not require the creation of an Account.
- 14.6. The use of the Newsletter Service is free of charge.

15. TOKEN SERVICE

15.1. The User is obligated to read the Risk Notice set out in Annex no. 3 to these Terms before using the Token Service.

15.2. The Token Service consists of enabling the User to create Tokens using SYNCRA's software through the Platform or use such Tokens in order to use certain functions of certain Services available on the Platform, in particular the DAO Management Service and the DAO Interaction Service as regards Token-based Voting. For the avoidance of doubt, the Token created by the User with SYNCRA's software:

- 15.2.1. is considered to be issued (created) by the User and not by SYNCRA which is only a provider of software solution allowing for creation of a Token by the User;
- 15.2.2. is controlled and distributed only by the User, in particular SYNCRA has no access to the created Tokens (unless the Tokens are transferred to SYNCRA by the User), means of transferring the Tokens (including freezing or burning them) and no control over transactions involving the Tokens made by the User;
- 15.2.3. is not intended to have any utility outside of the Platform and is strictly limited to use together with certain Services;
- 15.2.4. is not intended to represent or confer any ownership right, shareholding, participation, right, title, or interest of any form with respect to any entity, asset revenue, dividends, shares, ownership right, stake, share or security’
- 15.2.5. is not intended to have any economic value;
- 15.2.6. is intended to be used only within the Platform by the Users in accordance with these Terms

15.3. To use the Token Service, the User must either:

- 15.3.1. when using the DAO Management Service – at the stage of setting up the DAO Account select a Token-based governance method for the DAO Account and either:
 - 15.3.1.1. create a new Token and input the Users’ Wallets data of the Token receivers to distribute the Token; or
 - 15.3.1.2. wrap an existing PSP22 token; or
- 15.3.2. when using the DAO Interaction Service – engage in Voting or delegate Voting rights in accordance with Section 12. DAO INTERACTION SERVICE.

15.4. The User acknowledges that:

- 15.4.1. Token creation or use may be subject to regulatory requirements under the Applicable Law;**
- 15.4.2. any Token minted by the User by using the Token Service may not be exchanged for any fiat currency, electronic money, crypto-asset, digital content, right, asset or good;**
- 15.4.3. any use of the Token outside of the Platform, in particular off-Platform transactions between the Users or between the Users and Third-Parties (e.g. on**

crypto-assets exchanges) other than those explicitly admissible under these Terms (e.g. for the purpose of delegating Voting rights) are strictly prohibited;

15.4.4. any use of the Token violating these Terms can be grounds for termination of the agreement with the User and deletion of the Account and/or DAO Account.

- 15.5. Nothing in these Terms shall be construed as SYNCRA providing any services consisting of providing a Wallet, such as custodial crypto-asset wallet. SYNCRA does not safekeep or control any crypto-assets on behalf of the Users, in particular SYNCRA has no access to the crypto-assets of the User, no means of transferring them (including freezing or burning them) and no control over outgoing or incoming transactions to or from the Vault.
- 15.6. Nothing in these Terms shall be construed as SYNCRA providing any services consisting of selling or purchasing any crypto-assets or providing any intermediary services related to selling or purchasing any crypto-assets. SYNCRA is a provider of a software solution allowing to create the Tokens. Any liability for use of the Tokens for commercial purposes, such as conducting business, crowdfunding, creating investment pool, crypto-assets exchange etc. remains solely with the User.
- 15.7. The use of the Token Service requires an Account.
- 15.8. The use of the Token Service is provided for consideration and is subject to Fees paid to SYNCRA and Gas Fee paid to the network validators.
- 15.9. **In cases where the User is a Consumer, the User acknowledges and confirms that due to the fact that SYNCRA has started providing the Token Service with the User's prior express consent and that the User has been informed before the performance has begun that the User will lose their right of withdrawal once the Token Service has been provided (including by creating Tokens), the User shall have no right of withdrawal under Article 38(1)(13) of the ACR.**

16. THIRD-PARTY SERVICES

- 16.1. The Platform may contain hyperlinks to external services or websites of Third-Parties. These Terms do not apply to such Third-Party Services or websites unless expressly stated otherwise. If the User uses them, he/she does so at his/her own risk and subject to the relevant terms of services and privacy policy of such Third-Parties. SYNCRA recommends that each User reads their terms of service and privacy policies for further information before accessing or using Third-Party Services or websites. SYNCRA is not responsible for any Third-Party Services accessed via a hyperlink from the Platform, including for their accuracy and/or completeness.

17. TERMINATION OF AGREEMENT

- 17.1. The User may terminate the Agreement at any time without stating a reason or incurring any costs by contacting SYNCRA by email: contact@syncra.xyz.
- 17.2. If the User is a Consumer, the User has generally has the right to withdraw from the Agreement within 14 days following the Agreement's conclusion under the ACR, as well as the right to terminate the Agreement under Chapter 5B of the ACR (where applicable), including right to withdraw from the Agreement (where applicable).
- 17.3. SYNCRA may terminate the Agreement, including by suspending or terminating the Account, with immediate effect if any of these valid reasons arise, in particular when:
- 17.3.1. the User is in breach of these Terms, in particular the rules of conduct set out in Section 5. COMPLIANCE WITH THE APPLICABLE LAW, in Section 7. GENERAL RULES OF USE OF THE SERVICES or in Section 15. TOKEN SERVICE;

- 17.3.2. the User grossly violates Applicable Law or the rights of SYNCRA or Third-Parties in connection with the User's use of the Services, in particular intellectual property rights;
 - 17.3.3. the User carries out activities detrimental to SYNCRA or Third-Parties, in particular activities that violate or threaten the security of ICT Systems;
 - 17.3.4. the User uses the Services in a manner contrary to their purpose or scope as set out in these Terms;
 - 17.3.5. the User attempts to gain unauthorised access to the Platform or to another User's Account, or to assist others in such attempts;
 - 17.3.6. the User overcomes software security features that restrict or protect the use of SYNCRA Content;
 - 17.3.7. the User fails to pay any of the SYNCRA Fees;
 - 17.3.8. unexpected operational difficulties occur;
 - 17.3.9. it is requested by law enforcement or other public authorities.
- 17.4. In the event that SYNCRA suspends or terminates the Account, the User will not be able to access the Account or use any Services that require the Account.

18. SYNCRA FEE AND GAS FEE

- 18.1. SYNCRA collects SYNCRA Fees and Gas Fee.
- 18.2. The User authorizes SYNCRA, or SYNCRA's crypto-assets payment processor (if applicable), to debit or deduct any applicable fees due in connection with the use of the Services, including the SYNCRA Fees and Gas Fee, from the crypto-assets transferred using the Platform.

[SYNCRA Fees]

- 18.3. The SYNCRA Fees are charged by SYNCRA. For the avoidance of doubt, the SYNCRA Fees are charged directly to the particular User without any third parties acting as intermediaries or any third parties pooling together their funds. The SYNCRA Platform does not allow for or enable crowdfunding and SYNCRA is not a crowdfunding service provider as defined in the Crowdfunding Regulation.
- 18.4. The amounts of the SYNCRA Fees are set out in Annex no. 1 to these Terms and are displayed on the Platform's interface when the User orders a Service for a remuneration.
- 18.5. SYNCRA may change the SYNCRA Fees in accordance with Section 24. AMENDMENTS TO THE TERMS. In such case the User will be notified of a change to the SYNCRA Fees in accordance with the Section referred to in the preceding sentence.

[Payment of certain SYNCRA Fees]

- 18.6. Certain SYNCRA Fees set out in Annex no. 1 to these Terms are payable by way of transferring crypto-assets of the User to the dedicated SYNCRA's Wallet created by SYNCRA for each DAO Account separately from which the SYNCRA Fees will be deducted monthly, for example in connection with subscription SYNCRA Fees. For the avoidance of doubt, the dedicated SYNCRA's Wallet is not a custodial Wallet, or any other type of Crypto-Assets Account of any User and all crypto-assets transferred to such dedicated SYNCRA's Wallet belong to SYNCRA.

[Gas Fee]

- 18.7. The Gas Fee is charged by the smart contract.
- 18.8. The maximum estimated amount of the Gas Fee is displayed on the Platform's interface when the User orders a Service which requires payment of the Gas Fee.

- 18.9. The User acknowledges that:
- 18.9.1. SYNCRA collects a Gas Fee for the benefit of the recipients of the Gas Fee who are network validators to cover the network validators' costs associated with processing transactions on the blockchain network;
 - 18.9.2. SYNCRA does not receive any amounts from the Gas Fee or determine the amount of the Gas Fee;
 - 18.9.3. SYNCRA is not responsible for the amount of the Gas Fee as it is outside of SYNCRA's control and SYNCRA may not be aware of its specific amount for a particular operation due to the way blockchain technology works.

19. TAXES

- 19.1. The User is solely responsible for:
- 19.1.1. determining whether and to what extent any taxes apply to crypto-assets transactions made by the User in connection with using the Services and to determine the rules for withholding, collecting, reporting and remitting the correct amounts of taxes to the relevant tax authorities (if applicable);
 - 19.1.2. declaring all receipts and debits of any of User's crypto-assets in connection with the use of the Services, including for the purposes of national tax returns and any related returns.
- 19.2. The User releases SYNCRA from any and all liability in the event of the User's failure to comply with the provisions set out in this Section 19. TAXES. SYNCRA is not responsible for the User's failure to comply with the tax obligations set out in this Section 19. TAXES.

20. INTELLECTUAL PROPERTY RIGHTS

- 20.1. SYNCRA grants to the User a non-exclusive, non-transferable, royalty-free, copyright license, without the right to sub-license, to use the Platform and the Services, including the Bot Service, in accordance with these Terms.
- 20.2. The Content, which includes graphical elements, is protected by copyright, trademark protection rights (or priority rights to register trademarks), and other intellectual property. SYNCRA does not assign any copyrights or provide any licenses to use the SYNCRA Content outside of the license set out in this Section 20. INTELLECTUAL PROPERTY RIGHTS. Any use of the SYNCRA Content outside of the scope of the license, may constitute a breach of SYNCRA's intellectual property rights.
- 20.3. The User recognizes and accepts that the Platform may include content or characteristics that are safeguarded by copyright, patent, trademark, trade secret, or other exclusive rights and laws. The User may not modify, copy, frame, scrape, rent, lease, loan, publish, sell, distribute, remove any proprietary notices or labels, or develop derivative works based on the Platform, the Services, in whole or in part, except as explicitly authorized by SYNCRA.
- 20.4. When using the Platform, the Services, or any of their components or features made available to the User, the User may not engage in or utilize any data mining, robots, scraping, or similar data gathering or extraction methods. Any utilization of the Platform or the Services other than as specifically authorized herein is entirely prohibited. The technology and software underlying the Platform or disseminated in connection with it are the property of SYNCRA, its affiliates, and its partners. The User agrees not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in connection with the Platform or the Services.

20.5. SYNCRA retains all right, title and interest in all of the SYNCRA's intellectual property, including, without limitation, ideas, concepts, discoveries, processes, code, compositions, formulae, methods, techniques, information, data, patents, models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether patentable, copyrightable or protectable in trademark, registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

21. PRIVACY AND PERSONAL DATA PROTECTION

21.1. SYNCRA processes the User's personal data in accordance with Applicable Law, including the GDPR. Information on processing of the User's personal data and information on cookies can be found in the [Privacy Policy](#).

22. COMPLAINTS

- 22.1. SYNCRA shall exercise due diligence to ensure that the Services and the Platform operate at an appropriate level.
- 22.2. The User has the right to report objections and errors in the functioning of the Services and the Platform by contacting SYNCRA by email at: contact@syncra.xyz.
- 22.3. To the extent that the Services are digital services or regard digital content, the User who is a Consumer has the rights set out in Chapter 5b of the ACR. To execute these rights, the User who is a Consumer should contact SYNCRA by email at contact@syncra.xyz.
- 22.4. The User should state in the complaint:
- 22.4.1. the contact details required to send a reply to the complaint or claim;
 - 22.4.2. a detailed description of the event giving rise to the complaint;
 - 22.4.3. demands of the User making the complaint.
- 22.5. SYNCRA may ask the User to provide additional information to the extent necessary to provide a complete response.
- 22.6. Complaints and notifications will be dealt with immediately, no later than within 14 days. Failure to provide or incomplete provision of the information specified in Section 22.4 may make it difficult or impossible to respond to the complaint.
- 22.7. A complaint may be submitted anonymously if providing the User's personal data is not necessary for processing the complaint.
- 22.8. SYNCRA will send the User a response to the complaint to the email address from which the complaint was sent unless the User has indicated that he/she wishes to receive a response to a different email address.

23. LIABILITY

23.1. Subject to the mandatory provisions of the Applicable Law and other provisions of these Terms, our total liability on any basis (i.e. contractual, tort) for damages caused by SYNCRA to the User who is not a Consumer in any calendar year of these Terms shall be limited to an amount equal to 100 EUR (liability limitation).

- 23.2. Subject to the mandatory provisions of the Applicable Law and to the extent such provisions are admissible as regards the Consumers, SYNCRA shall not be liable (liability exclusion)
- 23.2.1. for investment, crypto-assets or financial decisions made on the basis of the SYNCRA Content or for the results obtained on the basis of the SYNCRA Content. In particular, SYNCRA will not be obliged to compensate the User for any damages, including loss of profits, resulting from decisions or actions taken by the User based on knowledge obtained from the SYNCRA Content provided. It is the User's responsibility to assess the merits and risks of using any information and SYNCRA Content published on the Platform or made available through the Services, with SYNCRA making reasonable efforts to keep the SYNCRA Content up to date. SYNCRA does not provide any information that constitutes investment, crypto-assets, or financial advice. The User represents that they understand that SYNCRA is not responsible for the User's level of investment, crypto-assets, or financial knowledge or competence. All decisions by the User should be made on the basis of the User's available knowledge and considering the User's individual situation. SYNCRA recommends seeking the support of professional investment, crypto-assets, or financial advisors before using the Platform. SYNCRA is not such an investment, crypto-assets, or financial advisor;
 - 23.2.2. for investment, crypto-assets or financial decisions made on the basis of the User-Generated Content or for the results obtained on the basis of the User-Generated Content;
 - 23.2.3. for restricting, delaying, or preventing, in whole or in part, the User's access to the Platform or the Services as a result of acts, events, omissions or accidents beyond its reasonable control, including, strikes, failure of public utility services or telecommunications network, including the internet or blockchain network, war, riot, civil commotion, malicious damage;
 - 23.2.4. for restricting, delaying, or preventing, in whole or in part, the User's access to the Platform or the Services due to necessary maintenance, upkeep or development work (including updates) in relation to the Platform or the Services;
 - 23.2.5. for damage caused by circumstances beyond its direct or indirect control;
 - 23.2.6. for Third-Party Services, including their accuracy and completeness;
 - 23.2.7. for acts or omissions of the User, in particular for damages caused by the illegal use of any of the Services;
 - 23.2.8. for loss or damage suffered by the User as a result of the illegal or fraudulent activities of Third-Parties;
 - 23.2.9. for loss or damage suffered by SYNCRA due to the dissemination of the Prohibited Content;
 - 23.2.10. for damages resulting from ICT Systems, for the operation of which SYNCRA is not responsible, including the Internet or blockchain networks, in particular for (i) failures, disruptions, errors, distortions, or delays in communication when using the Internet or the blockchain network; (ii) any losses incurred by the User as a result of using the blockchain network or other DLT solutions, including losses, damages or claims arising from (iii) User error (e.g. forgotten access information such as private keys, or misconstrued smart contracts or other transactions); (iv) errors or faults arising from blockchain technology (v) changes to protocol rules, protocol bifurcations and/or forks; (vi) technical problems with nodes; (vii) server failure or data loss; (viii) corrupted files; (ix) any other failures, disruptions, errors,

- distortions, or delays in communication when using the Internet or the blockchain network;
- 23.2.11. for any losses incurred by the User as a result of the Wallet or any Third-Party's tool connected to the Platform not functioning or malfunctioning, including (i) late reports (or lack of reports) by developers or agents of any problems with the blockchain serving, (ii) unauthorised access or actions of Third-Parties, including but not limited to the use of viruses, phishing or other means of attack on the Platform, the Wallet or any other tool connected to the Platform;
 - 23.2.12. for any mistake, error or defect that may arise from the User's activity as a result of the entry of incorrect, incomplete, or mistaken data into the Platform interface;
 - 23.2.13. if permitted by Applicable Law, for lost profits, loss of goodwill or loss of data in cases where this is due to an act or omission of Third-Parties for which SYNCRA is not responsible.
- 23.3. The User who creates and/or manages the DAO Account shall, to the fullest extent permitted by the Applicable Law, indemnify, defend and hold harmless SYNCRA and its past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, related companies, affiliates, agents, representatives, predecessors, successors and assigns from and against all claims, demands, actions, damages, losses, costs and expenses, including legal fees on an indemnity basis, from or relating to violation of the Terms by the User who creates and/or manages the DAO Account and/or all Users who engage with that DAO Account using the DAO Interaction Service.
- 23.4. The Sections 23.2-23.3 do not deprive the Consumer of the protection(s) afforded to him by the provisions that cannot be derogated from by agreement by virtue of the law of the country where the Consumer has his habitual residence, as well as do not restrict any rights of the Consumer that cannot be excluded or limited by the Applicable Law. If the Purchaser has such protection(s) or rights that cannot be limited, the relevant provisions of the Applicable Law will apply.

24. AMENDMENTS TO THE TERMS

- 24.1. SYNCRA reserves the right to amend these Terms for important reasons, i.e.:
- 24.1.1. in the event of a change in legislation, the need to adapt these Terms to the Applicable Law directly affecting these Terms and resulting in the need to modify them to comply with the Applicable Law;
 - 24.1.2. the need to adapt these Terms to recommendations, orders, rulings, provisions, interpretations, guidelines, or decisions of authorised public authorities;
 - 24.1.3. extending or changing the functionality of the Platform, including the introduction of new services provided electronically or changing the existing functionality of the Platform;
 - 24.1.4. changing the technical conditions for the provision of the Services;
 - 24.1.5. the need to rectify any ambiguities, errors or clerical mistakes that may have occurred in these Terms;
 - 24.1.6. changing the contact details, names, identification numbers, electronic addresses or links provided in these Terms;
 - 24.1.7. to prevent abuse or for security reasons, including to enable the Services to be used in a legally compliant manner;
 - 24.1.8. improving the quality of Services.

- 24.2. If the User is a Consumer, SYNCRA will inform the User of the planned change to these Terms by publication on the Platform, or by email that the User has provided when using the Services. In such case SYNCRA will provide the User who is a Consumer with:
- 24.2.1. the content of the planned change to these Terms;
 - 24.2.2. the effective date of the change no less than 7 days prior to such change;
 - 24.2.3. the consolidated text of the amended Terms.
- 24.3. If the User does not agree to the proposed changes of these Terms, the User is entitled to terminate Agreement under these Terms, effective on the day immediately preceding the date of the proposed amendment. The User must inform SYNCRA of the User's decision by sending an email to the following email address: contact@syncra.xyz. Continued use of the Platform or the Services means that the User agrees to be bound by the current version of the Terms.

25. DISPUTES

- 25.1. If any disputes arise in the future concerning these Terms, they will be settled by a court of competent jurisdiction, subject to Sections 25.2 – 25.3 below.
- 25.2. If a dispute, claim or any matter arises in connection with these Terms, the User may contact SYNCRA in accordance with Section 2. CONTACT.
- 25.3. The User is entitled to make use of out-of-court complaint and redress procedures. For this purpose, the User who is a Consumer may, in particular, seek assistance from consumer organisations and municipal or district consumer ombudsman. A link to the search engine of consumer support institutions is available on the website of the Office of Competition and Consumer Protection at: <https://uokik.gov.pl/pomoc-dla-konsumentow>. The User can also use the *Online Dispute Resolution* (ODR) platform available at: <http://ec.europa.eu/consumers/odr>.

26. APPLICABLE LAW

- 26.1. These Terms will be governed by the law of Poland subject to Section 26.2 below. In matters not regulated by these Terms, the relevant provisions of the Applicable Law shall apply.
- 26.2. For the avoidance of doubt, these Terms shall not limit any rights or consumer protections the Users may have as a Consumer that cannot be excluded or limited under Applicable Law. In the event that User as a Consumer has such rights which cannot be limited, the provisions of the Applicable Law shall apply.

27. FINAL PROVISIONS

- 27.1. In matters not regulated by these Terms, the relevant provisions of the Applicable Law shall apply.
- 27.2. These Terms comprise the entire contractual relationship between the User and SYNCRA and supersede all prior arrangements, agreements, and understandings of any kind between the User and SYNCRA.
- 27.3. SYNCRA reserves the right to transfer the rights and obligations of SYNCRA set out in these Terms to SYNCRA affiliates or other members of SYNCRA group. If the User does not consent to such transfer, the User will be entitled to terminate the Agreement.
- 27.4. If any provision of these Terms is declared invalid or ineffective in whole or in part by a court or other competent authority, or if the invalidity or ineffectiveness of any provision of these Terms is based on binding legal provisions, or if any provision of these Terms proves to be unenforceable in whole or in part, the remaining provisions of these Terms shall remain in full force and effect.

27.5. All warranties, representations, conditions, and any other terms of any kind implied by statute or common law are excluded to the fullest extent permitted by Applicable Law.

28. DEFINITIONS

- 28.1. **Account** – a dataset about a User, including the data about the User’s Wallet, which allows the User to interact with the DAO Account and use the following Services: DAO Management.
- 28.2. **Account Service** – the service provided to the User under these Terms, described in particular in Section 10. ACCOUNT SERVICE.
- 28.3. **ACR** – Act of 30 May 2014 on Consumer Rights.
- 28.4. **Agreement** – the agreement concluded between the User and SYNCRA under these Terms.
- 28.5. **Applicable Law** – any and all applicable laws, statutes, ordinances, orders, regulatory requirements, rules and regulations and other similar legal instruments, whether state, EU, federal or local, in force at any time in relation to the User or SYNCRA in connection with the use of the Platform and/or the Services.
- 28.6. **Bot Service** – the service provided to the User under these Terms, described in particular in Section 13. BOT SERVICE.
- 28.7. **Consumer** – any natural person making a legal transaction with SYNCRA who is not directly related to its professional or business activity.
- 28.8. **Content** – SYNCRA Content and User-Generated Content.
- 28.9. **Content Access Service** – the service provided to the User under these Terms, described in particular in Section 8. CONTENT ACCESS SERVICE.
- 28.10. **Connect Wallet Service** – the service provided to the User under these Terms, described in particular in Section 9. CONNECT WALLET SERVICE.
- 28.11. **Crowdfunding Regulation** – Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European crowdfunding service providers for business, and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937.
- 28.12. **DAO** – decentralized autonomous organisation, an unincorporated association that is self-governing and self-managing using, in whole or in part, DLT technology applications such as smart contracts deployed on blockchain networks.
- 28.13. **DAO Account** – a dataset about DAO that includes in particular the following information: DAO’s name, DAO’s description, DAO’s logo, DAO’s websites etc. together with settings applicable to the DAO Members who interact with the DAO Account on the Platform and history of such interactions.
- 28.14. **DAO Interaction Service** – the service provided to the User under these Terms, described in particular in Section 11. DAO INTERACTION SERVICE.
- 28.15. **DAO Management Service** – the service provided to the User under these Terms, described in particular in Section 11. DAO MANAGEMENT SERVICE.
- 28.16. **DAO Members** – Users who interact with the DAO Account through the Platform with their Account.
- 28.17. **digital content** – digital content as defined in the Art. 2(5) of the ACR.
- 28.18. **digital service** – digital service as defined in the Art. 2(5a) of the ACR.
- 28.19. **Discord platform** – services provided by Discord Inc., a Third-Party, subject to the Discord’s Terms of Service available at: <https://discord.com/terms>.
- 28.20. **DLT** – distributed ledger technology that enables the operation and use of distributed ledgers, which are information repositories that keep records of transactions and that are shared across, and synchronised between, a set of network nodes using a consensus mechanism.

- 28.21. **Gas Fee** – the amount payable by a User to the network validators for conducting a blockchain transaction ordered by the User through the Platform, which is charged by the network validators. The Gas Fee is not a SYNCRA Fee, i.e. it is not imposed by SYNCRA and SYNCRA does not receive any amounts paid by the User as a Gas Fee.
- 28.22. **GDPR** – General Data Protection Regulation 2016/679.
- 28.23. **ICT Systems** – a set of interoperable computing devices and software providing for the processing and storage of data as well as the sending and receiving of data over telecommunications networks, including all computers, communications, electronic, data processing or cloud systems used by SYNCRA or the User in relation to the use and/or provision of the Services.
- 28.24. **Newsletter Service** – the service provided to the User under these Terms, described in particular in Section 14. NEWSLETTER SERVICE.
- 28.25. **Platform** – the website operated by SYNCRA through which the Services are provided, available at: <https://app.syncra.xyz>.
- 28.26. **Prohibited Content** – any content, comments, remarks, data, information, text, photos, images, digital or other material made, shared, used or uploaded by the User other than the SYNCRA Content that (i) infringes any intellectual property or other proprietary rights of SYNCRA or any Third-Party; or (ii) contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any of the Services; or (iii) constitutes or poses a threat to the privacy or security of any person; or (iv) constitutes unsolicited or unauthorized advertising or commercial activity; or (v) is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, pornographic, libelous or otherwise objectionable; or (vi) in the sole judgment of SYNCRA, is inappropriate or restrict or inhibit others from using the Services, or may expose SYNCRA or Users to any damage or liability of any kind.
- 28.27. **Proposal** – a function available within the DAO Interaction Service that allows Users with an Account to make proposals of actions to be taken by the DAO community.
- 28.28. **Services** – the services provided by SYNCRA to the User through the Platform, i.e.: the Content Access Service, Connect Wallet Service, Account Service, DAO Management Service, Bot Service, Newsletter Service, Token Service.
- 28.29. **SYNCRA** (“we”, “our”, “us” etc.) – Syncra Labs sp. z o.o. with its registered office in Warsaw, address: ul. Aleje “Solidarności” 68 lok. 121 (00-240 Warsaw), Poland registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under KRS no. 0001039255.
- 28.30. **SYNCRA Content** – any proprietary content, data, information, text, photos, images, digital or other material displayed by SYNCRA or made available by SYNCRA by any other means on or through the Platform in connection with Services.
- 28.31. **SYNCRA Fees** – all amounts payable by the User to SYNCRA as determined under these Terms.
- 28.32. **Terms** – these Terms of Service of the SYNCRA Platform.
- 28.33. **Third-Party** – an entity other than you or SYNCRA that provides the Third-Party Services.
- 28.34. **Third-Party Service** – services or solutions provided by a Third-Party that are linked to on the Platform.
- 28.35. **Token** – a fungible governance crypto-asset created by the User in a PSP22 standard using software provided by SYNCRA and intended to be used on the Platform by the Users in connection with certain Services, in particular for the purpose of determining if

DAO Members' access to the DAO Account will be token-based and conducting Token-Based Voting by DAO Members.

- 28.36. **Token Service** – the service provided to the User under these Terms, described in particular in Section 15. TOKEN SERVICE.
- 28.37. **Voting** – a function available within the DAO Interaction Service that allows Users with an Account to vote on the Proposal in accordance with the voting strategy of a given DAO Account.
- 28.38. **User** ("you", "your" etc.) – a natural or legal person using the Platform and/or the Services.
- 28.39. **User-Generated Content** – any content that User generates or uploads or shares during the use of the Platform, in particular, comments, remarks, images, icons, videos or other materials displayed by SYNCRA or made available by SYNCRA by any other means on or through the Platform in connection with Services.
- 28.40. **Wallet** – an account held by a crypto-asset service provider in the name of one or more natural or legal persons and that can be used for the execution of transfers of crypto-assets.

ANNEX NO. 1 – FEES SCHEDULE

The schedule of the Fees is available at: <https://syncra.xyz/pricing>.

ANNEX NO. 2 – TEMPLATE WITHDRAWAL FORM

(Please complete and return this form only if you wish to withdraw from the contract)

To *[here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:*

I/We (*1) hereby give notice that I/We (*1) withdraw from my/our (*1) contract or the provision of the following service (*1): _____

Ordered on (*1)/received on (*1): _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper): _____

Date: _____

*(*1) Delete as appropriate.*

ANNEX NO. 3 – RISK NOTICE

Crypto-assets risks

You acknowledge that the regulatory environment concerning crypto-assets continues to develop. The application and interpretation of existing laws and regulations are often largely untested and there is a lack of certainty as to how they will be applied. New laws and regulations will be promulgated in the future that will apply to crypto-assets and related services providers, and no assurance can be given that any such changes will not adversely affect crypto-assets or the Services. It is not possible to predict how such changes would affect the price of the Services. Regulatory actions could negatively impact crypto-assets or the Services in various ways.

No advice

You acknowledge that SYNCRA is not your broker, intermediary, agent, legal advisor, tax advisor, crypto-assets advisor, financial advisor or any other advisor of any kind. Any information provided by SYNCRA is not intended to be any sort of advice and should not be construed as such. In particular we do not provide any investment, financial, legal or tax advice to anyone in this document. You should consult your independent financial, legal, or tax professionals before using Token Service to assess if the creation of Token by you using our software would comply with the regulatory requirements of the Applicable Law and/or what regulatory requirements would you need to comply with to issue to Tokens in compliance with the Applicable Law.

Cybersecurity risks

You acknowledge risks related to the fact that SYNCRA is making the Services available through the Internet and/or through other means mutually acceptable to You and SYNCRA, and that access to the Internet and the Services is dependent on numerous factors, technologies, and systems, all of which are beyond the authority and control of SYNCRA. You acknowledge and agree that SYNCRA shall not be liable or responsible for any of your inability to access the Services due to blockchain and/or computer network issues. You accept and acknowledge the risks associated with the use of the Website, including the following risk factors:

- a) the inherent security risks associated with the provision of information and online transactions over the Internet; SYNCRA implements appropriate technological and organizational safeguards to reduce the risk of any security breach that may result in the accidental or unlawful destruction, loss, alteration, disclosure or access to User information;
- b) the inherent security risks associated with the use of online resources, including, but not limited to, risks associated with hardware, software and internet connections, the risk of introducing malware and the risk that Third-Parties may gain unauthorised access to your information;
- c) risk of failure of the Website resulting from unforeseen or increased technical difficulties, including cyber-attacks, unexpected increases in activity or other operational or technical difficulties that may cause interruptions or delays on the Website;
- d) possibility of unauthorized Third-Parties under attack making unauthorized changes to the Website or the software underpinning the Website, and therefore the User should verify all information on the Website before relying on it, and any decisions based on Content are the sole responsibility of the User.