

TERMS OF USE

Last updated: July 2025

These Terms of Use ("Terms") constitute a legally binding agreement between you ("you", "your") and the decentralized autonomous organization (DAO) currently in formation under the laws of the Republic of the Marshall Islands and operating under the name "Syntetika" ("Syntetika", "we", "us", or "our"). These Terms govern your access to and use of any front-end interface, website, web application, smart contract interaction layer, or related service we may provide now or in the future (collectively, the "Services").

By accessing or using the Services, you represent and warrant that you have read, understood, and agreed to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Services.

1. Nature of the Services

The Services provide a user interface to access permissionless, open-source smart contracts forming the Syntetika protocol (the "Protocol"). The Protocol facilitates the creation, issuance, and lifecycle management of tokenized structured financial products ("Products") initiated solely by independent third-party entities ("Issuers").

Syntetika is not a financial intermediary, broker-dealer, fund manager, custodian, exchange, or investment advisor. Syntetika does not custody user assets, execute transactions, match buyers and sellers, or offer, sell, or promote any securities or financial instruments.

Issuers are solely responsible for their Products, including all underlying legal, regulatory, compliance, financial, and tax obligations. The DAO assumes no responsibility for any Product created or issued by an Issuer.

2. Eligibility and Geographic Restrictions

You represent and warrant that:

- * You are at least eighteen (18) years old;
- * You are not a "Prohibited Person" as defined below;
- * Your access and use of the Services is not prohibited by applicable law;
- * You will not use the Services for any illegal, unauthorized, or unethical purpose.

Prohibited Persons include:

- * Any natural person or legal entity located, organized, or resident in a jurisdiction subject to sanctions or comprehensive embargoes by the United States, European Union, United Kingdom, Switzerland, or the United Nations, including but not limited to: Cuba, Iran, North

Korea, Syria, Russia, Belarus, Venezuela, and the Crimea, Donetsk, and Luhansk regions of Ukraine;

- * Any person listed on any relevant restricted or sanctioned persons lists, including the U.S. Treasury Department's Specially Designated Nationals and Blocked Persons List (SDN List), the EU Consolidated Financial Sanctions List, the UK Consolidated List, or Switzerland's SECO list;
- * Any U.S. person, citizen, or resident (as defined under the Internal Revenue Code and U.S. Securities Laws);
- * Any entity or natural person subject to asset freeze, export control, or anti-terrorism restrictions under applicable laws;
- * Any person acting on behalf of or for the benefit of the above.

We may implement geofencing, IP blocking, wallet screening, and other compliance controls to enforce these restrictions. However, you remain solely responsible for complying with local laws.

3. Use of Wallets and Third-Party Tools

To use the Services, you must connect a self-custodial blockchain wallet ("Wallet"). Your Wallet is not part of the Services and is governed by the terms of your Wallet provider. You acknowledge that:

- * We do not hold or have access to your private keys;
- * We cannot recover or reset access to your Wallet;
- * You remain solely responsible for safeguarding your Wallet credentials;
- * Your use of your Wallet is at your own risk.

The Services may also reference or link to third-party tools, protocols, or decentralized finance applications ("Third-Party Tools"). We do not operate or control Third-Party Tools and disclaim any liability arising from their use.

4. No Fiduciary or Advisory Relationship

Your use of the Services does not create a fiduciary relationship, agency, partnership, or joint venture between you and us. We do not provide legal, financial, tax, or investment advice. All content and data displayed via the Services is for informational purposes only.

You alone are responsible for evaluating any risks and decisions related to your use of the Protocol, including any engagement with Issuers or acquisition of Products.

5. Intellectual Property

Unless otherwise stated, all rights, titles, and interests in and to the Services (including but not limited to software, visual interfaces, designs, graphics, and code) are owned by Syntetika or its licensors. Subject to your compliance with these Terms, you are granted a limited,

non-transferable, non-sublicensable, revocable license to access and use the Services solely for lawful personal or internal business purposes.

You may not:

- * Copy, distribute, modify, or create derivative works;
- * Reverse-engineer, decompile, or disassemble any portion of the Services;
- * Remove any proprietary notices;
- * Use any data scraping, mining, or automation tools without written consent.

6. Risks and Disclaimers

You acknowledge and understand that:

- * Smart contracts may contain vulnerabilities, bugs, or be subject to malicious attacks;
- * Digital assets are volatile and may lose their value;
- * Use of public blockchains involves irreversible transactions;
- * Regulatory developments may affect the legality or functionality of the Services.

The Services are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind. We expressly disclaim any warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, title, and non-infringement.

We are not responsible for any loss, damage, or unauthorized access related to your use of the Services, the Protocol, or any Products.

7. Data Protection, GDPR, and Security

We are committed to complying with applicable data protection laws, including the General Data Protection Regulation (GDPR) for users in the European Economic Area (EEA). We only collect and process personal data where strictly necessary for providing the Services, fulfilling legal obligations, or with your explicit consent.

Your blockchain activity may be publicly visible and associated with your Wallet address. We do not have access to your private keys and cannot modify on-chain data.

We implement appropriate technical and organizational measures to protect any personal data under our control from unauthorized access, alteration, disclosure, or destruction. However, no system is perfectly secure.

For more information on how we handle personal data, including your rights under GDPR, please refer to our Privacy Policy.

8. Termination

We may restrict or terminate your access to the Services, without notice, for any reason, including if we believe you are in violation of these Terms or any applicable laws. All provisions that by their nature should survive termination will do so.

9. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Syntetika, its developers, contributors, agents, or affiliated parties be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or any loss of profits or data, arising out of or related to your use of the Services or Protocol.

Our aggregate liability under these Terms shall not exceed one hundred U.S. dollars (US\$100).

10. Indemnification

You agree to indemnify, defend, and hold harmless Syntetika, its DAO members, developers, agents, affiliates, and contributors from and against any claims, damages, losses, liabilities, and expenses arising out of or related to:

- * Your use or misuse of the Services or the Protocol;
- * Your breach of these Terms;
- * Your violation of any third-party rights or applicable laws.

11. Dispute Resolution and Governing Law

These Terms are governed by the laws of the Republic of the Marshall Islands, without regard to conflict of laws principles. All disputes shall be resolved by arbitration in accordance with the Rules of the Milan Chamber of Arbitration. The seat of arbitration is Milan, Italy. The language of arbitration is English. Class actions are expressly waived.

You waive any right to trial by jury or to participate in a class action.

12. Miscellaneous

- * These Terms constitute the entire agreement between you and Syntetika regarding the Services;
- * If any provision is found to be unenforceable, the remaining provisions will remain in effect;
- * Our failure to enforce any right shall not be deemed a waiver thereof;
- * You may not assign your rights or obligations under these Terms without prior written consent.

13. Contact

For any inquiries related to these Terms, you may contact us at: legal@syntetika.io

NOTICE: Accessing or using the Services from or on behalf of a Prohibited Person is strictly forbidden. Violation of this restriction may result in permanent suspension, legal reporting, or referral to competent authorities.