

TERMS OF SERVICE

Your access to and use of Synapbox's products, software, website and range of services (collectively referred to as the "Products" in this Terms of Service Agreement), is subject to your acceptance and compliance with the legally binding terms and conditions established in this document. "Synapbox" refers to Synapbox S.A.P.I. DE C.V., with offices at San Luis Potosi 196, Roma Norte, Mexico City, Mexico, C.P. 06100.

The terms and conditions included in the Terms of Service Agreement (referred to as the "Agreement") will serve as the foundation for your relationship with Synapbox. Throughout the Agreement, "you" will refer to the individual who is using the Products, or who is registered with Synapbox, or has provided Synapbox with their credit card or alternative payment mechanism for the Products. Equally, "you" will refer to any entity (e.g. research institute, university, private business, etc.) on whose behalf Synapbox's Products were purchased by an authorized individual. Your acceptance of and consent to abide by this Agreement will become a legally binding contract between you and Synapbox, when you click the "I Agree" button on the Synapbox website. Please bear in mind that if you are not of legal age to enter into a binding, legal agreement, you are not authorized to purchase Synapbox's Products pursuant to this Agreement.

If you do not agree with the terms of this Agreement, do not use or access the Products or, when applicable, please click the "Cancel" button and do not purchase the Products.

All software associated with the Synapbox's Products and website is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

You and Synapbox mutually agree to submit to the exclusive jurisdiction of courts located in Mexico City, Mexico to resolve any legal matter regarding the terms in the Agreement.

If you have entered into a separate written agreement with Synapbox for Synapbox products or services, your use of those products or services will be governed by that separate written agreement.

PRODUCTS

Synapbox will provide its Products to you in accordance with the terms of this Agreement. In order to use certain Products, You sometimes may be required to download content, software, and you may be required to agree to additional terms and conditions. Unless otherwise stated, any additional terms and conditions will become immediately applicable to all associated Products and the additional terms will be considered part of this Agreement in relation to Your use of those Products.

Synapbox reserves the right to discontinue Products or modify Product features at its discretion and without prior notice. Use of our Products may require one or more compatible devices (e.g. computer with webcam or mobile device), internet access and software, all of which may require upgrades and updates, from time to time. You acknowledge and agree that any such system requirements, which may be changed from time to time, are Your responsibility. Your

experience using our Products could be impacted by the performance of the products and services that you acquire from third-party sources, and Synapbox cannot accept any liability for any products and services that it has not manufactured.

REGISTRATION AND RESPONSIBILITY FOR THE CONTENT

You may be required or asked to provide information about Yourself in order to register for or qualify to use certain Products. To use certain Products, You will be asked to agree to provide information that is accurate, to the best of your knowledge. To use our Products, you may also be prompted to choose a user name and password, and will be required to maintain the safety and security of Your user name and password by preventing their disclosure to any third party. You agree that You are solely responsible for the content (“Content”) which you transmit electronically, display, provide a link to, or upload, when using the Products. You agree that You will not use the Products to send unsolicited commercial e-mail outside Your company or organization in violation of applicable domestic and international laws. You further agree not to use the Products to communicate, transmit, display, provide a link to, or upload any message or material that is harassing, libelous, threatening, obscene, indecent, or Content that could violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.

You agree not to upload or transmit any software, Content, or code that does or is intended to harm, disable, destroy or adversely affect the performance of the Products in any way, or which does or is intended to do harm or extract information or data from other hardware, software or networks of Synapbox or other users of Products.

With respect for the global nature of the Internet, You also agree to comply with applicable local rules and codes of conduct (including codes imposed by Your employer) regarding acceptable online behavior and communicable content, as well as the nature of the transmission of technical data from Mexico or the country in which You choose to operate the Products.

At its discretion, Synapbox reserves the right to pursue appropriate courses of legal action against anyone who is suspected of violating these provisions. Synapbox is not responsible for any Content in violation of these provisions. You retain copyright and any other rights You already hold in Content which You submit, post or display on or through, the Products.

RESPONSIBILITY FOR THE CONTENT OF OTHERS

If You become aware of any violation of this Agreement in connection with use of the Products by any person, please contact Synapbox at legal@synapbox.com. Synapbox may investigate any complaints and violations that come to it’s attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles. However, because situations and interpretations vary, Synapbox also reserves the right not to take any action. Under no circumstances will Synapbox be liable in any way for any data or other content viewed while using the Products, including, but not limited

to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

ELIGIBILITY

You affirm that You are of legal age to enter into a binding agreement. You affirm that You are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Although we cannot absolutely control whether minors gain unauthorized access to the Products, access may be terminated without warning if we believe that You are underage or otherwise ineligible.

If you are a parent or legal guardian entering into this Agreement for use of the Products by your child, you agree that your child is at least 13 years of age and that you consent to the child's use of the Products subject to this Agreement and will ensure compliance with this Agreement with respect to such use.

LIMITATIONS ON USE

The Products may be used for internal business purposes only. You will not reproduce, resell, or distribute the Products or any reports or data generated by the Products for any purpose unless You have been specifically permitted to do so under a separate agreement with Synapbox. You will not offer or enable any Third Parties to use the Products purchased by You, display on any website or otherwise publish the Products or any Content obtained from a Product (other than Content created by You). You agree not to generate income from the Products or use the Products for the development, production or marketing of a service or product that could be reasonably considered as substantially similar to the Products. You shall not engage in any activity or use the Products in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Products, or any servers or networks connected to the Products or Synapbox's security systems.

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Synapbox and its suppliers, as applicable, retain ownership of all proprietary rights in the Products, and in all trade names, trademarks, service marks, logos, and domain names ("Synapbox Marks") associated or displayed with the Products. You may not frame or utilize framing techniques to enclose any Synapbox Marks, Products, or other proprietary information (including images, text, page layout, or form) of Synapbox without express written consent. You may not use any meta tags or any other "hidden text" utilizing Synapbox Marks without Synapbox's explicit and written consent.

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In the event that Your access to our Products is suspended or removed pursuant to this process, You will receive information on how to file a counter-notice. Notices and counter-notices are legal notices distinct from regular Product activities or communications. As such, they are not subject to Synapbox's Privacy Policy. This means Synapbox may publish or share them with Third Parties at our discretion, and Synapbox may produce them pursuant to a legal discovery request.

TERMINATING THIS AGREEMENT

You have the option to terminate this Agreement by providing notice via email, thirty (30) days in advance, to Synapbox's Privacy Department : legal@synapbox.com.

Synapbox reserves the right to terminate this Agreement immediately and without notice, if a User violates the terms and conditions of this Agreement. The provisions of this Agreement, except any provisions permitting you to use, retain or access the Products, shall indefinitely survive any termination of this Agreement. Upon termination of this Agreement, You must cease any further use of the Products and destroy any copies of associated software within Your possession and control. You will not harm or damage any Products or associated software on Synapbox's servers or Synapbox's network.

INJUNCTIVE RELIEF

You acknowledge that any use of the Products contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Products, may cause irreparable injury to Synapbox, its affiliates, suppliers and any other party authorized by Synapbox to resell, distribute, or promote the Products ("Resellers"), and under such circumstances Synapbox, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

NO WARRANTY

YOU UNDERSTAND AND AGREE THAT THE PRODUCTS ARE PROVIDED “AS IS” AND SYNAPBOX, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SYNAPBOX, ITS AFFILIATES, SUPPLIERS AND RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PRODUCTS OR THAT THE PRODUCTS WILL MEET ANY USER’S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE PRODUCTS IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE PRODUCTS. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCTS REMAINS WITH YOU. SYNAPBOX DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. SYNAPBOX CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE PRODUCTS. USE IS AT YOUR OWN RISK.

INDEMNITY AND DISCLAIMER

You agree to indemnify, defend and hold harmless Synapbox, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys’ fees) arising from Your use of the Products, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity.

PRIVACY

Use the Products is also subject to Synapbox’s Privacy Policy, a link to which is located at the footer on Synapbox’s website, and which is incorporated into this Agreement by this reference. Additionally, You understand and agree that Synapbox may contact You via e-mail and other methods with information relevant to Your use of the Products, regardless of whether You have opted out of receiving such notices. You also agree that Your name and/or email address may be listed in the header of certain communications You initiate regarding the Products.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SYNAPBOX OR ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION,

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This Agreement shall be governed by and construed under the laws of Mexico City, Mexico, as applied to agreements entered into and to be performed in Mexico City by Mexico City residents. The parties consent to the exclusive jurisdiction and venue of the courts located in and serving Mexico City, Mexico.

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