

GENERAL TERMS AND CONDITIONS for the use of the website synaps.io

Date of entry into force: **2019-03-01**

1. Purpose

The website synaps.io (hereinafter referred to as the "**Website**") is aimed at enabling their users (hereinafter referred to as the "**Users**") to provide data and information with regard to their identity, within a "Know Your Customer" (KYC) process, for purposes of being allowed to participate in any business or financial operations (hereinafter referred to as the "**Operations**") initiated in the third party sites indicated on the Website (hereinafter referred to as the "**Partner Sites**").

The purpose of these general terms and conditions (hereinafter referred to as the "**General Terms and Conditions**") is to define the terms and conditions of use of the services provided on the Website (hereinafter referred to as the "**Services**") as well as to define the rights and obligations of the parties within this context.

These General Terms and Conditions can be accessed and printed at any moment via a direct link on the Website.

They may be subject to certain additional terms and conditions specific to certain Services. The latter are hereby incorporated into the General Terms and Conditions. In the case of any inconsistency between the General Terms and Conditions and these specific conditions, the latter shall prevail.

2. Manager of the Website and Services, Contact Details

The Website and the Services are managed by the company Synaps, a French simplified joint stock company ("*Société par Actions Simplifiée*"), registered under number **882 019 110** with the Registry of Trade and Companies of Lyon (France), whose head office is located 6 ALL STENDHAL 69150 DECINES-CHARPIEU- FRANCE (hereinafter referred to as "**Synaps**").

Synaps can be contacted through any of the following channels:

Street address: 6 ALL STENDHAL 69150 DECINES-CHARPIEU- FRANCE

Email address: **support@synaps.io**

3. Access to the Website and the Services

The Website and the Services can be accessed by:

- Any person having the full legal capacity to be bound by these General Terms and Conditions of Use. Any person who does not have such full legal capacity may only access the Website and the Services with the agreement of their legal representative.
- Any entity acting through a person having full legal capacity to contract for and on behalf of the entity.

4. Acceptance of the General Terms and Conditions

These General Terms and Conditions can be accepted by checking a checkbox in the registration form. This acceptance can only be full and complete. Any qualified acceptance is considered as null and void. Users who do not accept to be bound by the General Terms and Conditions must not access the Website or use the Services.

5. Registering to the Website

5.1 In order to use the Services, Users must either:

- Register directly on the Website by completing the registration form, or
- First be registered on a Partner Site and request the use of the Services on the Website for purposes of participating in an Operation that is organized on said Partner Site, by clicking the icon provided for this purpose.

In this case, Users use their connection ID for the Partner Site to register on the Website and provide Synaps with the additional information requested where appropriate. Users expressly authorize Synaps to access their account details for the third-party site in question.

In either case, Users must provide all information that is marked as required. Incomplete registrations shall not be validated.

5.2 Registering automatically entails the opening of an account in the Users' name (hereinafter referred to as the "**Account**"), giving Users access to their personal space (hereinafter referred to as the "**Personal Space**") which shall enable them to use the Services in a format and according to the technical means that Synaps deems the most appropriate for providing the said Services.

Users guarantee that all information they provide in the registration form is exact, up to date and sincere and is in no way misleading or dishonest.

They agree to update information in their Personal Space in the event that it should change, in order to continuously meet the above-mentioned criteria.

Users are hereby informed and accept that the information provided by them for the creation or update of their Account is valid as proof of their identity. Details entered by the Users shall be binding upon confirmation.

5.3 Users can access their Personal Space by logging in to the Website using their ID and password.

Users agree to use the Services personally and agree not to allow any third party to use them on their behalf, unless accepting full responsibility for the consequences.

Users are also responsible for keeping their ID and password confidential. Users must contact Synaps immediately via any of the channels mentioned in article "*Manager of the Website and Services, Contact*", if they notice that their Account has been used without their knowledge. Users acknowledge Synaps's right to take all measures it deems appropriate in such a case.

6. Description of the Services

Users may access to the following Services, in the form and according to the technical means that Synaps deems the most appropriate.

6.1 Identity verification

Users may require a identity verification by Synaps, for purposes of participating in an Operation organized on a Partner Site.

Upon the criteria prescribed for said Operation, Users are enabled to choose one or more of the following processes (hereinafter referred to as the "**Identification Processes**"):

(i) Email address verification

Synpas verifies the Users' email address by sending them an email message that they must validate.

(ii) Identity document verification

Users send to Synaps a copy of an identity document, which may be either their identity card, passport or driving licence, as well as a photograph in which they pose with the selected identity document.

On the basis of these documents, Synaps verifies that the information taken from the Users' identity document are consistent with their sex, age and morphology, as recognized in their photography.

(iii) Other specific verifications

Synaps can implement an Identification Process with specific data, information and investigations that are requested by the Partner Site. These specific data and information may include, but are not limited to:

- the collection of Users' proof of address, it being specified that Synaps only collects documentary proofs but does not control the Users' authentic address;
- the verification of Users' phone number by sending of a text message;
- investigations on the Users' presence and activities on social networks.

On the basis of the above-mentioned collected data, Synaps ensures that the Users are not subject to financial and/or Anti-Money Laundering (AML) sanctions or are not listed as Politically Exposed Persons (PEP), so that they may be whitelisted.

Users are expressly informed and accept that in the event the data collected on one User happen to be inconsistent or this User cannot be whitelisted, Synaps shall automatically inform so to the Partner Sites.

6.2 Submission of Users' public key and collected data

Once the Identification Process is completed, the Users who have been validated are notified so by Synaps by any written means, including email.

Once they are notified that they have been validated, where necessary, Users may create a public key in the currency requested by the Partner Site in which the relevant Operation shall occur

(hereinafter referred to as the "**Cryptocurrency Address**") and send it to Synaps, through the email address mentioned in article "*Manager of the Website and Services, Contact*".

The Users' data that have been collected on the Identification Process (hereinafter referred to the "**Collected Data**"), as well as their Cryptocurrency Addresses, are submitted by Synaps to the Partner Site, in a format and according to the technical means that Synaps deems the most appropriate. To this end, Users expressly authorize Synaps to communicate these data to the relevant Partner Site.

Once the Collected Data and the Cryptocurrency Addresses have been provided to the Partner Site, the Users may participate in the Operation, under terms and conditions for which the Partner Site is solely responsible.

6.3 Participation in other Operations

The Identification Process set forth above shall be applicable for all Operations organized on any Partner Sites while the verified identity documents and/or proof of address remain valid.

Users which have been validated have therefore the possibility to apply to other Operations organized on Partner Sites, for the period of validity of the above-mentioned documents, and provided that they remain whitelisted with regards to Anti-Money Laundering (AML) and Politically Exposed Person (PEP) criteria.

Users expressly acknowledge and accept that:

(i) Synaps reserves the right to proceed or make proceed to daily control in order to check whether Users appear on AML or PEP lists;

(ii) In the event they appear in the above-mentioned lists, their Account shall be automatically deleted.

Users have access, in their Personal Space, to all the Partner Sites through which they have participated to Operations.

6.4 Additional Authentication

Upon request, Users may use the Google Authenticator application, through which they are provided a specific code they must enter after logging in with their ID and password, so that they may benefit a two-step authentication process for accessing to their Account.

Users expressly acknowledge and accept that, in order to use this two-step authentication, they have to abide by the process implemented in the Google Authenticator application, which is subject to the company Google's [general terms and conditions](#).

6.5 Connexion with Synaps' partners

Users have the possibility to connect with providers with which Synaps has entered into a partnership agreement (hereinafter referred to as the "**Privileged Providers**"). For this purpose, a list of the Privileged Providers, the services they propose and links to their Website are available on a dedicated page of the Website.

The list of the Privileged Providers and their services are displayed per themes, in alphabetic order.

Users expressly acknowledge and accept that they are solely responsible for contracting directly with the Privileged Partners, under terms and conditions to be agreed upon between them. As Synaps only provides the means enabling the interaction between Users and Privileged Partners, it shall not be held liable with regard to such contracting. In this respect, reference is expressly made to article "[Links and Third-Party Sites](#)".

6.6 Other Services

SYNAPS reserves the right to propose any other Service that it deems useful, in the form and according to the technical means that it deems most appropriate for providing said Service.

7. Free Services

Services are provided free of charge.

8. Right of withdrawal

When Users are individuals who use the Services outside of any professional activity and for their own particular use, they benefit a right of withdrawal for a period of fourteen (14) days from their registration on the Website. They may exercise this right, without any additional charge, by opting out of the Services pursuant to the provisions set forth in article "[Term of the Services, cancellation](#)".

9. Agreement in relation to proof

Users expressly acknowledge and accept that:

- (i) Data collected on Synaps's Website and its computer equipment attest to the reality of the transactions performed in the context of this agreement,
- (ii) This data is the main mean of acceptable proof between the parties.

10. Obligations for Users

Without prejudice to other obligations provided for in this agreement, Users undertake to respect the following obligations.

10.1 Users undertake to provide Synaps with all documents, data and information that are necessary for the proper performance of the Services and the appropriate fulfilment of Synaps's obligations under these General Terms and Conditions.

More particularly, Users undertake to provide, within the Identification Process, information and data that are accurate, current and truthful, as well as not deceptive or likely to mislead. They undertake to update such information and data so that they keep meeting these criteria.

More generally, Users undertake to actively cooperate with Synaps with a view to ensure proper performance of the Services and to keep Identification Process informed with any difficulty in such performance.

10.2 Users undertake, in their use of the Services, to respect and abide by all laws and regulations in force and not to violate public order or infringe the rights of any third party.

They are solely responsible for successfully completing all necessary administrative, tax and/or social formalities, as well as for the payment of contributions and taxes of all types concerning them that could result from their use of the Services.

Synaps shall in no case be held liable in this respect.

10.3 Users acknowledge having read on the Website and understood the characteristics and constraints, technical in particular, of the entire range of Services. Each User is solely responsible for their use of the Services.

10.4 Users undertake to use the Services personally. They shall not transfer, sublicense, delegate or assign all or part of their rights or obligations under these General Terms and Conditions to any third party, in any way.

10.5 Users are solely responsible for their participation in the Operations they have applied to, including their financial involvement, as well as for their relations with the relevant Partner Sites in this context.

In this regard, Users expressly acknowledge and accept that they are solely responsible for making all diligent inquiries and collecting all relevant information on the Operations they are willing to participate in, including their permissibility, the context of their launching and their organisation, prior to applying to them.

Synaps shall in no case be held liable in this respect.

10.6 Users shall take all necessary measures to back up through their own resources the information they deem necessary in their Personal Space, as no copy of this information shall be provided to them.

10.7 Users expressly acknowledge that the Services provide them with an additional solution, not an alternative solution, for being validated in participating to Operations and that this solution cannot substitute other means that Users may obtain elsewhere to reach the same goal.

10.8 Users expressly acknowledge that the use of the Services require that they need a working internet connection and that they are solely responsible for such connection.

11. Users' Guarantee

Each User undertakes to defend, indemnify and hold Synaps harmless from and against any claims, demands, actions and/or grievances whatsoever, that Synaps could incur as a result of a breach by this User of any of its obligations or guarantees under these General Terms and Conditions.

Users undertake to compensate Synaps for any prejudice that Synaps could be subject to, and to reimburse any costs, liabilities, charges and / or convictions that Synaps could incur, as a result of such a breach.

12. Prohibited behaviour

12.1 It is strictly prohibited to use the Services to the following ends:

- Carrying out activities that are unlawful, fraudulent or infringe on the rights or the security of others,
- Violating public order or any local policy or laws,
- Hacking into the computer system of a third party or any activity aimed to harm, control, interfere or intercept with all or part of a third party's computer system, violating its integrity or its security,
- Sending unsolicited emails and / or prospecting or commercial solicitation,
- Tampering with the aim to improve referencing of another site,
- Assisting or inciting, in any manner or form whatsoever, the carrying out of one or several of the actions or activities described above,
- And more generally, any action that uses the Services for any other purpose than that for which they were designed.

12.2 Users are strictly prohibited from copying and / or using for their own purposes or those of a third party, the concept, technology or any other component of Synaps's Website.

12.3 The following is also strictly prohibited: (i) any behaviour that would interrupt, suspend, slow down or prevent continuity of the Services, (ii) any hacking or attempts to hack into Synaps's IT systems, (iii) any hijacking of the Website's system resources, (iv) any acts that would place a disproportionate load on the Website's infrastructure, (v) any attempts to breach the Website's security and authentication structures, (vi) any acts that could infringe on the rights and financial, commercial and moral interests of Synaps or of the Users of its Website and finally, more generally, (vii) any breach of these General Terms and Conditions.

13. Sanctions for breaches

In the event of a breach by a User of any of the provisions of these General Terms and Conditions or more generally, of any infringement by the former of any laws and regulations in force, Synaps reserves the right to take any measures it deems appropriate and in particular:

- (i) To suspend access to the Services for any User who has breached any provision or infringed any law or regulation, or who has participated in such breach or infringement,
- (ii) To publish on the Website any related informational message that Synaps deems useful,
- (iii) To inform any relevant authorities,
- (iv) To initiate any appropriate legal proceedings.

In the event of a breach by a User of a substantial obligation stipulated in these General Terms and Conditions, Synaps reserves the right to cancel the User's access to all or part of the Services, effective immediately, by letter, fax or email.

The cancellation will cause the automatic deletion of the User's Account, without prejudice to the other consequences that may be set out in these General Terms and Conditions.

14. Liability and guarantee of Synaps

14.1 Synaps undertakes to provide the Services with due diligence and in compliance with trade practice, it being specified that it shall have a best effort obligation, but this without any obligation of result, and this is expressly acknowledged and agreed by Users.

In particular, Users expressly acknowledge and accept that Synaps does not offer them any guarantee either with regard to the organisation of the Operations they participate in, for which the Partner Sites are solely responsible, or to the profits likely to be generated from their participation in the Operations.

14.2 Synaps undertakes to set up adequate procedures in order to strengthen the security of the functioning of the Website, as well as the security and the confidentiality of information and data provided by the Users within the Services, and to prevent any failure, intrusion or intrusion attempt by malicious third party.

However, Synaps should not be held responsible for any lack of vigilance or security by the Users in the preservation of their connection ID.

14.3 Synaps undertakes to use all documents, data and information provided by the Users within the Services for the sole purposes of their performance, including the implementation of the Identification Process.

Besides, Synaps warrants that the Collected Data and the Cryptocurrency Addresses shall be transmitted solely to the Partner Sites on which the Users participate in Operations, to the exclusion of any other third party.

In case the Users are willing to apply to a new Operation, the Collected Data and the Cryptocurrency Addresses shall be subject to another submission to the Partner Site on which this new Operation shall take place.

14.4 Users expressly acknowledge and accept that the Services are exclusively aimed at enabling them to provide data and information for purposes of being validated to participate in Operations they apply to and that Synaps is not involved in these Operations for which the Partner Sites are solely responsible.

In this respect, Synaps does not execute any legal act in the name of or on behalf of the Partner Sites, is not part of any Operation and is not a party to any contracts that may be concluded between Partner Sites and Users with regard to Operations.

Therefore, Synaps shall under no circumstances be held liable in respect of difficulties which may occur during the conclusion or performance of such contracts, nor be a party to any potential disputes whatsoever between the Users and the Partner Sites in particular with regard to the conduct of the Operations.

14.5 Synaps agrees to regularly check that the Website is operational and can be accessed. To this end, Synaps reserves the right to interrupt access to the Website momentarily for maintenance purposes. In the same way, Synaps shall not be held liable if the Website is ever momentarily difficult (or impossible) to access, the causes of these circumstances being outside Synaps 's control, force majeure, or due to any disruption in the telecommunications network.

14.6 Synaps does not guarantee to Users (i) that the Services, that are subject to constant research to improve their performance and progress, will be totally free of errors, faults or defects, (ii) that the Services, being standard and not offered specifically to any specific User according to its own personal constraints, shall specifically meet that User's needs or expectations.

14.7 In any event, any liability that could be incurred by Synaps within the framework of these General Terms and Conditions is expressly and solely limited to direct actual damages suffered by Users.

15. Intellectual Property of Synaps

The systems, software, structures, infrastructure and databases used by Synaps in the Website, as well as the Synaps Content, are protected by all intellectual property rights, or rights for the creators of databases, in force. Any dismantling, decompilation, deciphering, extracting, reusing, copying and, more generally, any reproduction, representation, publishing or use of all or part of any these items, without Synaps's authorization, is strictly prohibited and could lead to prosecution.

16. Personal Data

Synaps practises a policy of personal data protection, the characteristics of which are detailed in Synaps' ["Privacy Policy"](#), which the Users are expressly invited to read.

17. Links and Third-Party Sites

Synaps cannot be held liable for the technical availability or unavailability of Internet sites or mobile applications operated by third parties (including its potential partners), which Users would access through links on the Website.

Synaps shall not be liable for content, advertisements, products and / or services available on such third-party sites or mobile applications and Users are hereby reminded that these sites are governed by their own terms and conditions of use.

Synaps shall not be liable for any transactions conducted between Users and any advertisers, professionals or salespersons (including its potential partners) to which Users may be oriented through the Website and shall not take part in any disputes whatsoever with these third parties, particularly concerning the delivery of products and / or services, guarantees, declarations or any other obligations whatsoever to which these thirds parties may be bound.

18. Term of the Services, cancellation

Subscription to Services is taken out by Users for a term of unlimited duration.

Users can opt out of the Services at any time, from their Personal Space.

Their subscription shall be cancelled within a maximum of 7 (seven) days from the date of this request. This shall cause the automatic deletion of their Account.

In case the User who opts out the Services has already been validated for participating in an Operation, his/her Account shall be deactivated, not deleted, so that the data and information he/she has provided in using the Services may be kept until the end of this Operation.

19. Amendments

Synaps reserves the right to amend these General Terms and Conditions at any time.

Users shall be informed of these amendments through any pertinent channel.

Any User who does not agree with the amended General Terms and Conditions shall unsubscribe from the Services according to the provisions set out in Article "Term of the Services, cancellation".

Users who continue to use the Services after the entry into force of the amended terms and conditions shall be deemed to have accepted these amendments.

20. Language

In the event of a translation of these General Terms and Conditions into one or more languages, the language of interpretation shall be English in the event of any contradiction or dispute concerning the meaning of any one of their terms or provisions.

21. Consumer Mediation

In the event of any dispute with Synaps, in relation with these General Terms and Conditions, Users have the right to seek recourse, free of charge, to a consumer mediator, for free of charge, for purposes of finding an amicable settlement, pursuant to articles L611-1 et seq. and articles R152-1 et seq. of the French Consumer Code.

To this end, Users may contact the following consumer mediator:

Centre de médiation et de règlement amiable des huissiers de justice (Medicys – Mediation and Amicable Resolution Center of Judicial Officers)

Street address: 73 Boulevard de Clichy, 75009 Paris (France)

Email address: contact@medicys.fr

Telephone: (33) 1 49 70 15 93

<http://www.medicys.fr/index.php/consommateurs/>

22. Law and Jurisdiction

These General Terms and Conditions of Use are subject to French law and shall be interpreted and governed by such.

In the event of any dispute that may arise in connection with their interpretation, their validity or their enforcement shall be referred to the exclusive jurisdiction of the courts of Paris (France).

23. Entry into Force

These General Terms and Conditions became effective on **2019-03-01**.