

Terms of Service

The term "Website" refers to this website and any other websites, subdomains, media, channels, applications, software, or services that are related to, linked to, or otherwise made available or operated by Synthetify Labs or its agents ("Company," "we," "us," or "our"). These Terms govern your access to and use of the Website and apply to all individuals or entities that visit the Website or use any services made available through it ("Users"). This includes, without limitation, accessing or using the Neony protocol, a decentralized exchange protocol built on the Neony blockchain (the "Protocol"), through the Website and any related software or services (collectively, the "Services").

By accessing or using the Platform or any related Services, you acknowledge and agree to comply with these Terms together with our Privacy Policy. These documents constitute the entire agreement between you and us regarding the Platform and Services and replace all prior or contemporaneous understandings or agreements, whether written or verbal.

ACCESS AND RESTRICTIONS

For clarity, the Company does not own or control the Protocol and has no ability to control activity or data on the Protocol, including transaction validation or any other use of the Protocol.

By accessing the Website or using any Services, you represent and agree that:

1. you have read, understand, and agree to be bound by these Terms;
2. you are of legal age to enter into a binding agreement with the Company;
3. you have the authority to enter into these Terms on your own behalf or on behalf of any entity you represent, whether or not such entity is formally registered or incorporated; and
4. you are solely responsible for ensuring that your use of the Services complies with the laws applicable in your jurisdiction. The term "you" refers to the individual or entity identified as the user.

If you do not agree to these Terms, you may not access or use the Website or the Services.

If you access or use the Services on behalf of a legal entity or organization, you represent and warrant that you have the authority to bind that entity to these Terms.

The Company is not an exchange, trust company, licensed broker, dealer, broker-dealer, investment advisor, or investment manager. Neither the Company nor the Services provide investment, tax, or legal advice. You are encouraged to consult qualified professionals before making any financial, tax, or legal decisions.

The use of a virtual private network (VPN) or similar technology to bypass any restrictions set forth in these Terms is strictly prohibited. The Company reserves the right to restrict or block access to the Services in accordance with these Terms.

The Services are not designed for, and may not be used by, any individual or entity that resides in, is physically located in, is incorporated in, or maintains a registered office or principal place of business in the United States of America, Canada, the United Kingdom, China, North Korea, Russia, Ukraine, Cuba, Iran, Venezuela, or Syria.

Any use of the Services is undertaken solely at your own risk. These Terms include a binding arbitration requirement and a waiver of the right to participate in class actions.

Section 11 of these Terms governs how disputes between you and the Company are resolved. Any dispute or claim related to your use of the Website shall be governed by the laws of Poland, without regard to conflict-of-law principles.

Please note that Section 3 of these Terms includes your consent to receive communications from the Company.

Certain Services may be subject to additional terms ("Supplemental Terms"), which will either be included in these Terms or presented to you for acceptance when you access the relevant Service. In the event of a conflict between these Terms and any Supplemental Terms, the Supplemental Terms will govern with respect to that Service. Together, these Terms and any applicable Supplemental Terms constitute the "Agreement."

The Company may modify this Agreement at any time at its sole discretion. Updated versions will be posted on the Website, and the "Last Updated" date may be revised. Changes will take effect immediately for new users and thirty (30) days after notice for existing users. If you do not agree to the updated Terms, you must stop using the Services. Continued use of the Services constitutes acceptance of the revised Agreement. Users are encouraged to review the Terms regularly.

2. NO WARRANTIES

The Interface and all Tokens are made available strictly on an "as is" and "as available" basis, and no warranties, assurances, or representations of any kind are provided, whether express, implied, statutory, or otherwise. Without limiting the foregoing, all implied warranties, including those relating to merchantability, ownership, suitability for a particular purpose, and non-infringement, are expressly disclaimed. We do not guarantee that any product or feature will be accessible at all times or without interruption, that access will be secure or timely, that any content or information will be accurate, complete, or current, or that any product will be free from errors, defects, or vulnerabilities, whether arising internally or from third-party systems.

You expressly acknowledge and accept that all use of the Services occurs at your sole risk. This includes, without limitation, risks inherent in digital assets and automated or decentralized software systems, such as substantial market volatility, technological limitations of Tokens and other digital assets, the possibility of malicious or unauthorized third-party actions, delays or restrictions in accessing assets, and the potential loss of some or all digital assets. You further assume all risks associated with perpetual contract mechanisms, including the possibility of involuntary liquidation resulting from insufficient collateral, adverse effects arising from funding or settlement rates, and losses caused by automatic leverage-reduction mechanisms. You acknowledge that blockchain-based transactions are permanent by nature and that any transaction initiated through the connection of your Wallet to the Protocol via the Interface may be irreversible.

You further acknowledge that any relationship between you and a Wallet provider is governed exclusively by the terms and conditions imposed by that third party. For purposes of these Terms, "Wallet" means a digital wallet including any software, hardware, or third-party service used to store, manage, or interact with digital assets and blockchain networks.

We disclaim all responsibility and liability with respect to the operation, security, or functionality of any Wallet. You bear exclusive responsibility for safeguarding your private keys and for all actions and transactions authorized or executed using those private keys.

To the maximum extent permitted by applicable law, you irrevocably waive any right to assert claims or seek remedies against any other party for losses, damages, or liabilities arising from or in connection with your access to or use of the Services, including the Interface and the Tokens. Such losses may result from, among other things, inaccurate or incomplete information, system or network disruptions, corrupted wallet data, unauthorized access, human or technical errors, or acts or omissions of third parties. Accordingly, you acknowledge and agree that you alone assume full responsibility for all risks associated with accessing the Interface and interacting with the Protocol and the Tokens.

3. USE OF THE SERVICES

Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Website, Platform, and Services solely for their intended purposes and in accordance with these Terms. Nothing in these Terms shall be construed as a transfer of ownership or intellectual property rights in or to the Services.

You are solely responsible for your use of the Services and for ensuring that all activities conducted through your Wallet comply with these Terms and all applicable laws and regulations in your jurisdiction. You are responsible for maintaining the security of your Wallet, private keys, and any devices used to access the Services. All actions initiated through your Wallet are deemed to be authorized by you and taken at your sole responsibility.

You agree not to, and not to attempt to:

(a) use the Services in violation of any applicable law, regulation, or sanctions regime, including anti-money laundering or counter-terrorist financing laws; (b) access or use the Services if you are a Restricted Person or located in a Restricted Jurisdiction; (c) provide false, misleading, or incomplete information to the Company; (d) engage in fraudulent, deceptive, or manipulative trading practices, including wash trading, front-running, spoofing, or market manipulation; (e) use bots, scripts, scrapers, or other automated means to access or interact with the Services; (f) conduct or facilitate Sybil attacks, self-referrals, or abuse of any incentive, rewards, or points program; (g) attempt to reverse engineer, exploit, disrupt, or interfere with the security or operation of the Services, the Platform, or the Interface; (h) use the Services to raise funds, issue securities, or engage in any regulated financial activity without required authorization; (i) use a VPN or similar technology to circumvent geographic, technical, or legal restrictions; or (j) use the Services on behalf of any other person or entity without proper authority.

The Company does not act as a custodian, trustee, or fiduciary of User Assets and does not manage User Assets on behalf of Users. All blockchain transactions are initiated by you through your Wallet and are executed on third-party blockchain networks.

You acknowledge and agree that certain components of the Services, including any bridge, smart contracts, or related infrastructure, may be subject to limited administrative, technical, or security controls by the Company or its designated operators, including controls designed to facilitate network operation, maintenance, upgrades, security measures, or emergency responses. Such controls do not constitute custody of User Assets or discretionary management of User Assets on your behalf.

Transactions executed on blockchain networks are irreversible by nature, and the Company does not guarantee the availability, timing, or successful completion of any transaction involving bridges or cross-chain mechanisms.

The Company reserves the right, at its sole discretion and without prior notice, to restrict, suspend, or terminate your access to the Services if the Company reasonably believes that your use of the Services violates these Terms, applicable law, or poses a risk to the integrity, security, or lawful operation of the Services.

The Services may rely on or integrate with third-party services, including Wallets, blockchain networks, or other infrastructure not operated or controlled by the Company. Your use of such Third-Party Services is subject to the terms and conditions of the applicable third party, and the Company disclaims all responsibility and liability arising from your use of such services.

4. ASSUMPTION OF RISK

You expressly acknowledge and agree that your access to and use of the Website, the Interface, the Platform, the Protocol, and any Services is undertaken entirely at your own risk. To the maximum extent

permitted by applicable law, you assume full responsibility for all risks of any kind arising out of or relating to your access to or use of the Services.

You understand and agree that the Protocol operates on decentralized blockchain networks that are not owned, operated, or controlled by the Company. The Company does not act as a custodian, trustee, or fiduciary of User Assets and does not manage User Assets on behalf of Users. The Company does not have access to your private keys, seed phrases, passwords, or Wallet credentials. All transactions are initiated by you through your Wallet and are executed on third-party blockchain networks. Blockchain transactions are final and irreversible by nature and cannot be cancelled, reversed, or modified by the Company.

You further acknowledge and agree that certain components of the Services, including any bridges, smart contracts, or related infrastructure, may be subject to limited administrative, technical, or security controls by the Company or its designated operators, including controls implemented for purposes of system operation, maintenance, upgrades, security, or emergency response. Such controls do not constitute custody of User Assets or discretionary management of User Assets on your behalf, and the Company does not guarantee the availability, timing, or successful completion of any transaction involving bridges or cross-chain mechanisms.

Without limiting the foregoing, you acknowledge and accept all risks associated with digital assets and blockchain-based systems, including but not limited to: loss of access to digital assets due to loss, compromise, or unauthorized use of private keys or Wallet credentials; vulnerabilities, errors, exploits, hacks, or failures in smart contracts, software, or cryptographic systems; delays, congestion, outages, forks, upgrades, or other changes to blockchain networks or related infrastructure; extreme price volatility, liquidity shortages, liquidation, leverage-related losses, funding or settlement mechanisms, and abnormal or manipulated market conditions; inaccuracies, errors, or interruptions in the Interface, APIs, integrations, price feeds, analytics, or third-party services; and regulatory, legal, or tax developments that may restrict, limit, or prohibit your access to or use of the Services.

To the maximum extent permitted by applicable law, the Company disclaims any and all responsibility and liability for any losses, damages, or liabilities arising out of or relating to any of the risks described above or otherwise arising from your access to or use of the Services, whether direct or indirect and regardless of the legal theory asserted.

To the maximum extent permitted by applicable law, you irrevocably waive, release, and discharge any and all claims, whether known or unknown, suspected or unsuspected, against the Company and its affiliates, directors, officers, employees, contractors, and agents arising out of or relating to your access to or use of the Services or the risks described in this Section. Nothing in these Terms limits or excludes any liability that cannot be excluded or limited under applicable law.

5. ADDITIONAL

Company may, without prior notice, restrict, suspend, or permanently revoke your ability to access the Interface or to engage in any functionality made available through the Interface, at any time and at its sole and absolute discretion. This includes circumstances in which Company believes, or has reasonable grounds to believe, that your access to or use of the Interface is unauthorized, misleading, fraudulent, unlawful, or intended to undermine or circumvent the intended operation or objectives of the Interface.

From time to time, the Company may elect, at its sole discretion, to offer participants access to certain incentive-based programs, promotional campaigns, rewards, challenges, bonuses, or similar initiatives. Any such offerings shall be governed by terms and conditions established by the Company, which may be amended, suspended, withdrawn, or terminated at any time, with or without notice, at Company's sole discretion.

6. INDEMNIFICATION

You agree to indemnify, defend, release, and hold harmless us, together with our directors, officers, employees, contractors, agents, affiliates, and subsidiaries, from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses arising out of or relating to: (a) your access to or use of the Services; (b) any breach by you of these Terms of Service, any rights of a third party, or any applicable laws, rules, or regulations; and (c) the access to or use of the Services by any other person where such access or use occurs through your assistance or through any account or device owned, operated, or controlled by you.

7. LIMITATION OF LIABILITY: EXCLUSION OF DAMAGES

To the maximum extent permitted by applicable law, the Company, together with its parent entities, subsidiaries, affiliates, Third Party Providers, and each of their respective officers, directors, employees, contractors, and agents (collectively, the "Company Parties"), shall not be liable for any loss, damage, or injury arising out of or relating to your access to, use of, inability to access, or inability to use the Platform, the Services, the Interface, the API, the Protocol, or any related content or communications.

Without limiting the foregoing, and to the fullest extent permitted by law, the Company Parties shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenue, goodwill, data, business opportunities, production, use, or other intangible losses, whether incurred directly or indirectly. This limitation applies regardless of the legal theory asserted, including contract, tort (including negligence), strict liability, product liability, statutory liability, or any other basis, and regardless of whether any Company Party has been advised of the possibility of such damages.

The Company Parties assume no responsibility or liability for any losses or damages arising from or relating to, including without limitation: (a) errors, omissions, inaccuracies, or defects in any content or information; (b) interruptions, suspensions, delays, or termination of access to the Platform, Services, Interface, API, or Protocol; (c) hacking, tampering, malware, viruses, trojan horses, or other harmful code transmitted through or in connection with the Services; (d) unauthorized access to, use of, or alteration of your data, transmissions, accounts, or digital assets; (e) corrupted or lost wallet files or data; (f) statements, conduct, or actions of any third party, including other users or participants and any supported blockchain networks; (g) loss, diminution, or volatility in the value of digital assets; or (h) any other matter related to the Services or your interaction with them.

To the fullest extent permitted by applicable law, the total cumulative liability of the Company Parties for any and all claims arising out of or relating to the Agreement, the Platform, or the Services shall not exceed the lesser of: (i) the total fees actually paid by you to the Company for use of the Platform during the six (6) months immediately preceding the event giving rise to the claim; or (ii) one hundred United States dollars (USD \$100). Where applicable law does not permit such limitation, the liability of the Company Parties shall be limited to the maximum extent permitted by law.

Nothing in this section shall exclude or limit liability of a Company Party to the extent such liability cannot be excluded under applicable law, including liability for (i) death or personal injury caused by that party's negligence, or (ii) fraud or fraudulent misrepresentation.

You acknowledge and agree that the limitations, exclusions, and disclaimers set forth in this section constitute an essential basis of the bargain between you and the Company, and that the Company would not be able to provide the Platform or Services on an economically reasonable basis without such limitations. Some jurisdictions do not allow the exclusion or limitation of certain damages; accordingly, certain provisions of this section may not apply to you, and you may have additional rights under applicable law.

8. APPLICABLE LAW AND JURISDICTION

These Terms, as well as any matters arising out of or relating to their interpretation, application, enforcement, the Site, or the Services, shall be governed by and interpreted in accordance with the laws of Poland, without giving effect to any choice-of-law or conflict-of-law principles that would require the application of the laws of another jurisdiction.

Notwithstanding the foregoing, the Company retains the right to bring any action or proceeding relating to the protection, enforcement, or validity of its intellectual property rights before any court of competent jurisdiction. Except for disputes that are subject to arbitration under these Terms, all other claims or proceedings shall be brought exclusively before the courts of Poland. You irrevocably submit to the jurisdiction of such courts and waive any objection based on venue, forum non conveniens, or similar grounds.

9. PRIVACY AND DATA PROCESSING

Your privacy is important to us. Our Privacy Policy describes how we collect, use, and share information in connection with the Website and Services. By accessing or using the Website or Services, you acknowledge that you have read and understood the Privacy Policy, which is incorporated into these Terms by reference.

Depending on how you use the Services, we may process: (a) information you provide directly to us (such as contact details and communications); and (b) information collected automatically, such as device and usage information, log data, IP addresses, approximate location derived from IP, browser type, and analytics data. We may also process identifiers associated with your use of the Services, such as public blockchain addresses and transaction hashes, to the extent they relate to your interaction with the Interface.

We process information for purposes including: (a) providing, maintaining, and improving the Services; (b) responding to inquiries and providing support; (c) communicating with you as described in these Terms; (d) securing the Website and Services, preventing fraud, abuse, and prohibited activity, and enforcing these Terms; and (e) complying with applicable legal obligations and responding to lawful requests.

You acknowledge that the Protocol and Supported Blockchains are decentralized networks that are publicly accessible. Information recorded on a blockchain (including wallet addresses and transaction data) may be public, immutable, and not capable of being modified, deleted, or restricted by the Company.

We may share information with third-party service providers that help us operate, secure, and support the Services (e.g., hosting providers, analytics providers, security providers, and communication tools) subject to appropriate contractual safeguards. We may also disclose information if required by law, legal process, or governmental request, or to protect the rights, property, and safety of the Company, Users, or the public.

We retain information for as long as reasonably necessary to provide the Services, comply with our legal obligations, resolve disputes, and enforce these Terms, unless a longer retention period is required or permitted by law. Depending on your jurisdiction, you may have rights with respect to your personal data, including the right to access, correct, delete, restrict, or object to certain processing, and the right to lodge a complaint with a competent data protection authority. Details are provided in the Privacy Policy.

10. INTELLECTUAL PROPERTY

Except for third-party materials and the Protocol, all rights, title, and interest in and to the Website, the Interface, the Services, and all related content, software, designs, text, graphics, logos, and trademarks are owned by the Company or its licensors and are protected by applicable intellectual property laws.

Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Website and Services solely for their intended purpose. No rights are granted to you other than as expressly set forth herein.

You may not copy, modify, distribute, sell, lease, reverse engineer, or create derivative works of any part of the Website, Interface, or Services, except to the extent such restriction is prohibited by applicable law.

All trademarks, service marks, trade names, logos, and branding displayed on the Website or Services are the property of the Company or their respective owners. You may not use them without prior written permission, except as permitted by applicable law.

If you submit ideas, suggestions, or feedback ("Feedback"), you grant the Company a perpetual, irrevocable, worldwide, royalty-free, fully paid, sublicensable license to use, reproduce, modify, distribute, and otherwise exploit such Feedback for any purpose, without compensation or attribution to you.

11. TERMINATION

The Company may, at its sole discretion and at any time, restrict, suspend, or terminate your access to the Website or Services, with or without notice, including if the Company reasonably believes you have violated these Terms, applicable law, or if your use poses a risk to the security, integrity, or lawful operation of the Services.

You may stop using the Services at any time. If you wish to terminate this Agreement, you may do so by ceasing all use of the Website and Services.

Upon termination, the license granted to you under these Terms immediately ends, and you must stop using the Services. Sections that by their nature should survive termination shall survive, including disclaimers, limitation of liability, indemnification, dispute resolution, and intellectual property provisions.

12. DISPUTE RESOLUTION

Any dispute, claim, or controversy arising out of or relating to these Terms, the Website, or the Services shall first be subject to good faith efforts by the parties to resolve the matter amicably through informal negotiations. Either party may initiate such negotiations by providing written notice to the other party describing the nature of the dispute and the relief sought. The parties shall use reasonable efforts to resolve the dispute within thirty (30) days from receipt of such notice, unless a longer period is mutually agreed.

If the dispute cannot be resolved amicably within the applicable period, the parties shall submit the dispute to mediation as a mandatory precondition to initiating any court proceedings. The mediation shall be conducted in Poland, in accordance with the applicable provisions of Polish law governing mediation, before a mediator appointed pursuant to such provisions.

If the dispute is not resolved through mediation, the dispute shall be finally resolved by the competent courts of Poland, unless mandatory provisions of applicable law require otherwise.

To the maximum extent permitted by applicable law, all disputes shall be brought solely on an individual basis. The parties waive any right to bring or participate in any class action, collective action, or representative proceeding, to the extent such waiver is permitted under applicable law.

You irrevocably submit to the jurisdiction of the competent courts of Poland and waive any objection based on venue, forum non conveniens, or similar grounds, to the extent permitted by applicable law.

If any provision of this Section is held to be invalid or unenforceable under applicable law, such provision shall be severed to the minimum extent necessary, and the remaining provisions shall remain in full force and

effect.

13. GENERAL PROVISIONS

The Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, failures of third-party infrastructure, outages or congestion of blockchain networks, forks, changes to blockchain rules, or changes in law or regulation.

If any provision of these Terms is held to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible and the remaining provisions shall remain in full force and effect.

You may not assign or transfer these Terms or any of your rights or obligations hereunder without the Company's prior written consent. The Company may assign these Terms without restriction, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

These Terms, together with the Privacy Policy constitute the entire agreement between you and the Company regarding the Website and Services and supersede all prior or contemporaneous agreements, communications, and understandings, whether written or oral.

These Terms are written in English. If any translation is provided, the English version shall prevail to the extent of any inconsistency, unless otherwise required by applicable law.

14. INTERNATIONAL USERS

The Services may be accessed from various jurisdictions and may include references to features or content that are not available in all countries. Such references do not constitute an offer or announcement of availability in any particular jurisdiction. The Company makes no representations regarding the suitability or availability of the Services in any location. Users who access the Services from outside their country of residence do so on their own initiative and are responsible for compliance with applicable local laws.

15. WAIVER

A waiver of, or failure to enforce, any provision of this Agreement on any occasion shall not operate as a waiver of that provision on any other occasion, nor of any other provision.

16. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be interpreted to best reflect the parties' original intent to the maximum extent permitted by law, and the remaining provisions shall continue in full force and effect.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire, final, and exclusive understanding between the parties with respect to its subject matter and supersedes all prior negotiations, discussions, and agreements relating thereto.

CONTACT US

If you have any questions, complaints, or claims regarding the Services, please contact us at hello@neony.exchange.

We will make reasonable efforts to address your concerns. If you believe that your issue has not been fully resolved, please let us know so that we may review it further.