

Sync Technologie Terms of Use

1. Purpose

Sync Technologies Inc. aka (Sync Event) provides an app that can be accessed via www.synccup.vip and its subdomains, and an API (collectively, the Application) via which it offers professional event organizers (the Organizers) a turnkey solution enabling them to create a platform for each of their events (the Event Platform) that can be accessed by registered natural persons and/or people who might be interested in the event (the Attendees) and businesses taking part in the event (the Exhibitors).

The Application aims to enable Attendees and Exhibitors (collectively, the Members) to share content and easily connect with each other before, during and after the Event, in order to expand their business network.

The purpose of these general terms and conditions (the Terms of Use) is to lay down the procedures and conditions governing usage of the services provided by Sync Event to Members (the Services) and set out the rights and obligations of the parties within this scope.

The conditions can be accessed and printed out at any time by going to the direct link at the bottom of the website page <https://synccup.vip>.

If required, the Terms of Use may be supplemented by conditions of use that are specific to certain Services, which would then supplement the Terms of Use, and, if contradictory, would prevail over them.

2. Application and Services provider & contact details

The Application and the Services are provided by Sync Event, an California Stock Corporation registered on the California corporate register under number 4062834, headquartered at 2121 S Haven Avenue Suite 101, Ontario, California 91761. Sync Event can be contacted via the following address: js21@tcacorp.com

3. Access to the Application and Services

3.1 Legal capacity

The Application and Services can be accessed by:

- Any natural person with full legal capacity to make undertakings under these Terms of Use. Natural persons without full legal capacity can access the Application and Services only with the agreement of their legal representative.
- Any legal entity represented by a natural person with the legal capacity to contract in the name of and on behalf of the legal entity.

3.2 Business Application and Services

The Application and the Services are exclusively designed for business, meaning any and all natural persons and legal entities undertaking a remunerated activity other than occasionally in any sector of industry or commerce.

4. Acceptance of the Terms of Use

Members agree to these Terms of Use by ticking a box the first time they log in or register to the Application.

Member acceptance must be full and unequivocal. Any conditional acceptance will be regarded as null and void. Members who do not agree to being bound by these Terms of Use must not access the Application or use the Services.

5. Registration

In order to use the Services, and when their account is not directly created by the Organizer of the Event (the Account), the Member is required to complete a registration form on the Application, completing all the required information, in particular their name, first name and email address. The Member acknowledges and agrees to the email address given on the registration form being their username.

Sync Event reserves the right, at its own discretion and at any time following registration, to undertake any checks that it deems appropriate, notably verifying the Member's email, identity and/or contact details.

Once the Account is created by the Organizer or by the Member the latter will have immediate access to the Services.

All Members guarantee to Sync Event that the information provided on the registration form or sent

to Sync Event is accurate and is not in any way misleading. The Member notably undertakes to provide a valid email address. The Member undertakes to immediately update their personal information in their Account if any changes to the information occur.

The Member acknowledges and accepts that the information provided in order to set up and update their Account constitutes proof of identity.

The Member accesses the Services by logging in to their Account using their email address as the username and the password selected when registering. The Member acknowledges and accepts this.

Members can log in to their Account at any time once they have entered their username and password.

The Member undertakes to make personal use of the Services and not allow any third party to use them on their behalf or instead of them, unless they take full responsibility.

Members are also responsible for keeping their username and password confidential and secure. Any logins to the Application using their username and password will be deemed to have been effected by the Member.

The Member must immediately contact Sync Event using the contact details listed in section 2 if they notice that their Account has been used without their knowledge. The Member acknowledges that Sync Event is entitled to take all the appropriate measures in this case.

6. Services

The Member has access to the following Services in a format and in line with the technical resources and features that Sync Event deems most appropriate.

6.1 Services

6.1.1 The Event Page

Sync Event sends an email to Members whose name and contact details have been provided to it by the Organizer containing an internet link that will allow them to connect and access, from the Application, the Event Page for the Event for which they have pre-registered (the Event Page). The Member must connect using the email address provided by the Organizer.

Members may continue to access the Event Page indefinitely after the Event end date, unless the Organizer decides to shut down access to the Content of the aforementioned Event Page.

6.1.2 Interactive Services

Depending on the Sync Event options selected by the Organizer, the Member can also access one or more of these Services:

- Attendees connection and session or Meeting attendance suggestion (powered by AI).
- The Exhibitor and Attendee meeting module;
- Event program;
- Discussion groups.
- List of Exhibitors.
- Push notifications.
- Interactive Event map.

6.1.3 Subsequent Events

The Member may use their Account for other subsequent Events. In this way, the Application may send the Member personalized interactions based on those they had during previous Events they attended.

6.1.4 Paid services

Certain Services offered to the Member on the Application may be chargeable.

When this is the case, their prices are indicated on the Application, in the applicable currency and excluding taxes, in the form of unit purchases.

An invoice will be sent to the Member through any pertinent channels for each purchase made on the Application, and can be consulted at any time in the Member's Personal Area.

Payment of the purchase price will be by credit card, directly on the Application. The payment system is implemented by payment providers, which alone will retain the Member's bank details for this purpose. Sync Event will not access or retain any bank details.

Members ensure Sync Event that they dispose of the required authorization to use the chosen means of payment.

6.2 Technical support

Sync Event offers the User technical support at the following address: **js21@tcacorp.com** enabling them to email flag up any difficulties encountered when using the Services.

6.3 Other Services

Sync Event reserves the right to offer any other Service it deems appropriate, in a format and with the technical features and resources that it deems most appropriate to deliver these Services.

7. Length of Services and unsubscribing

The Terms of Use apply throughout the Member's period of usage of the Services.

Members are subscribed to Services throughout the time their Account is open.

Members can unsubscribe by deleting their account at any time in the App. This takes immediate effect and leads to the Member's Account and data being automatically deleted.

In the event that the Member's Account remains inactive for a continuous period of 3 (three) years, Sync Event may delete the Member's Account and all of their data.

8. Agreement on proof

The Member expressly acknowledges and accepts:

- data collected by the Application is a true reflection of the transactions taking place under the scope of these Terms of Use,
- this data constitutes the main mode of proof admitted by the User and Sync Event.

9. Member responsibility and obligations

Without prejudice to the other obligations contained in these Terms of Use, the Member undertakes to adhere to the following:

9.1 When using the services, the Member undertakes to adhere to these Terms of Use, as well as the law and regulations in force, and to not infringe the rights of third parties or public order.

The Member alone is responsible for their usage of the Application and Services.

9.2 The Member undertakes to provide Sync Event with all the information needed to properly deliver the Services. In a more general sense, the Member undertakes to cooperate actively with Sync Event with a view to the proper implementation of the Terms of Use.

9.3 The Member alone is responsible for the documents, details, data, information and any content that it provides Sync Event as part of its usage of the Service. The Member guarantees to Sync Event that it is authorized to provide this information and that it has all the rights and authorization needed to use this information within the framework of the Services.

9.4 The Member states that they have acquainted themselves with the Application and its features.

9.5 The Member alone is responsible for their behavior at Event venues and undertakes to adhere to the general conditions stipulated by these venues.

9.6 The Member alone is responsible for their usage of the Services and notably for the contacts they may forge with other Attendees and Exhibitors with whom they may enter into contact, and for the information that the Member sends them via the App.

9.7 The Member undertakes to make strictly personal usage of the Services. Consequently, the Member will refrain from assigning, ceding or transferring all or some of its rights and obligations under these Terms of Use to a third party, in any manner.

9.8 The Member alone is responsible for all content (text, graphical, audio, audiovisual and other content types) that they publish on the Application (the Content) and for any resulting repercussions.

The Member accepts that the Content published on the Application is made public by default and may be viewed by other Members.

9.9 The Member warrants to Sync Event that it has all the rights and authorizations required to disseminate this Content. The Member warrants that this Content is lawful, does not contravene public order, morality or the rights of third parties, does not breach any legislative or regulatory provision, and more generally, cannot in any way result in civil or criminal liability for Sync Event.

The Member will therefore refrain from disseminating, notably but not limited to:

- child pornography, pornography, defamatory, abusive, racist, obscene, indecent, shocking, violent, xenophobic or revisionist Content,
- infringing content,
- Content that violates a third party's image,
- Content that is false, misleading or proposes or promotes illegal, fraudulent or misleading activities,
- and more generally Content that may infringe the rights of third parties or be detrimental to third parties, in any manner or form.

10. Member guarantee

The Member holds Sync Event harmless against any complaints, claims, actions and/or demands of any kind that it may face due to the breach by the Member of any of its obligations or guarantees under the terms of these Terms of Use.

The Member undertakes to compensate Sync Event for any damage that it may suffer and to pay all of its fees, expenses and/or penalties that it may incur as a result.

11. Sync Event's responsibility and liability waiver

11.1 Sync Event undertakes to deliver the Services diligently and in line with best practice, with the understanding that it has a best efforts obligation, to the exclusion of any performance guarantees, and the Member expressly acknowledges and accepts this.

11.2 Sync Event's only role is to provide the Services described in these Terms of Use.

11.3 Sync Event is not involved in the relations between Members and Organizer, and cannot under any circumstances be held liable for any difficulties that may occur between them, or be involved in any disputes that may arise, notably concerning the delivery of Exhibitor Services, Attendee obligations, guarantees, declarations and any other Member obligations.

However, with a view to continually improving the quality of the services, Sync Event invites Members to feed back about any difficulties that they may wish to bring to Sync Event's attention.

11.4 Sync Event does not make any guarantee to the Member that the Services offered will meet all the Member's needs and expectations.

11.5 Sync Event cannot be held liable for the decisions taken by the Member or by any third party appointed by the Member. Similarly, Sync Event cannot under any circumstances be held liable for the Content published by the Member on the Application, over which Sync Event has no oversight, or verifying or moderating role of any sort.

11.6 Sync Event undertakes to make regular checks to verify that the Application and its website www.syncup.vip are working properly and are accessible. In this respect, Sync Event reserves the right to temporarily suspend access to the application for maintenance purposes.

Likewise, Sync Event cannot be held liable for users being temporarily unable or finding it difficult to access the application if caused by outside circumstances, force majeure or caused by disruption to the telecommunications network, with Members being aware of the complex nature of global networks and of the times of day when large numbers of users are online.

The Services are delivered by Sync Event "as is" and without any kind of express or implicit guarantees. Sync Event does not in particular warrant to Members (i) that the Services, subject to a constant quest to improve, notably their performance and progress, will be totally free from errors, defects or flaws, (ii) that the Services, which are standard and are not in any way aimed solely at a specific Member based on their own personal constraints, will specifically meet their needs and expectations.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, SYNC EVENT WILL NOT BE LIABLE TO THE USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, CUSTOMERS OR ANY OTHER NON-MATERIAL DAMAGES) ARISING FROM OR RELATED TO THEIR ACCESS TO OR USE OF THE SERVICES, OR THEIR INABILITY TO ACCESS OR USE THE SERVICES OR ANY MATERIAL OR CONTENT OF THE SERVICES, WHETHER BASED ON ANY WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY OF SYNC EVENT'S ENTITIES HAD BEEN ADVISED OF THE POTENTIAL DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF SYNC EVENT WITH REGARD TO THE USERS FOR ANY CLAIMS ARISING FROM OR RELATED TO THE USE OR INABILITY TO USE ANY PART OF THE SERVICES OR OTHERWISE WITHIN THE FRAMEWORK OF THESE TERMS OF USE, WHETHER CONTRACTUAL, TORTIOUS OR OTHERWISE, IS LIMITED TO 100 DOLLARS.

EACH PROVISION OF THESE TERMS OF USE WHICH PROVIDES FOR LIMITATION OF LIABILITY, EXCLUSION OF WARRANTY OR EXCLUSION OF DAMAGES IS INTENDED TO APPORTION THE RISKS AMONG THE PARTIES BY VIRTUE OF THESE TERMS OF USE. THIS APPORTIONMENT IS AN ESSENTIAL ELEMENT ON WHICH THE AGREEMENT BETWEEN THE PARTIES IS FOUNDED. EACH OF

THESE PROVISIONS IS SEPARABLE AND INDEPENDENT OF ALL OTHER THE PROVISIONS OF THESE CONDITIONS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF A LIMITED MOTION FAILS IN ITS PRIMARY OBJECTIVE.

13. Prohibited behavior

13.1 It is strictly prohibited to use the Services for the following ends:

- carrying out activities that are illegal, fraudulent or that infringe the rights or security of third parties,
- violating public order or laws and regulations in force,
- hacking into the IT system of a third party or any activity that aims to harm, control, interfere with or intercept all or part of a third party's information system, violate its integrity or security,
- action taken to improve the SEO of a third-party site,
- assisting with or inciting, in any manner or form whatsoever, one or more of the acts and activities described above,
- and more generally, any actions that use the Services for purposes other than that for which they have been designed.

13.2 It is strictly prohibited for Members to copy and/or utilize for their own ends or those of third parties the concept, technologies, all or part of the data or any other component part of the Application.

13.3 The following is also strictly forbidden: (i) any behavior that would interrupt, suspend, slow down or prevent Service continuity, (ii) any hacking or attempts to hack into Sync Event's systems, (iii) any hijacking of the Application's system resources, (iv) any actions that would place a disproportionate load on Sync Event's infrastructure, (v) any attempts to breach the security and authentication systems, (vi) any acts that could infringe the financial, business or moral interests and rights of Sync Event or Members of its Application, and finally and more generally (vii) any breaches of these Terms of Use.

13.4 It is strictly forbidden to make money from, sell or cede all or part of the access to the Services or Application, and to the information hosted and/or shared on it.

14. Penalties for breaches

In the event of a breach of any of the provisions of the Terms of Use, or more generally, any violation of laws and regulations by the Member, Sync Event reserves the right to take all appropriate measures and notably to:

- suspend, remove or prevent access to Services by a Member who has committed a breach or violation, or who has taken part in one,
- delete any Content linked to the breach or violation in question, fully or partially,
- take all appropriate measures and instigate any legal proceedings,
- notify the relevant authorities where applicable, and cooperate with them and provide them with all the information they need for their investigation and to suppress illegal or illicit activities.

The Member is advised and accepts that any breach of their obligations may, apart from the consequences outlined above, lead to the immediate termination of these Terms of Use by Sync Event by any written means.

15. Intellectual property

The systems, software, structure, infrastructure, databases, codes and content of any kind (templates, text, images, visuals, music, logos, trademarks, databases etc.) used by Sync Event on the Application are protected by any intellectual property rights and database producer rights in force. Any dismantling, decompilation, decoding, extraction, reuse, copying and more generally, any reproduction, representation, dissemination and usage of any of these elements, either in full or partially, without Sync Event's authorization, is strictly forbidden and may lead to legal action being taken.

The Member grants Sync Event an unlimited, perpetual, irrevocable and non-exclusive right to use their suggestions or proposals for improving the Application or the Event Pages, in any way or for any purpose.

By posting Content on the Application, the Member thus grants Sync Event a non-exclusive, worldwide and royalty-free right and license (with the right to sub-license) to host, store, transfer, display, run, reproduce, and modify all or part of such Content, in any format and through any channel currently known or hereafter developed.

16. Member personal information

Sync Event will process Member personal information in line with the provisions of our **Privacy Policy**.

17. Links and third-party sites

Sync Event cannot under any circumstances be held liable for the technical availability of websites run by third parties (including any partners) which the Member may access via the Application.

Sync Event does not assume any liability for the content, adverts, products and/or services available on such third-party websites, and Members are reminded that these sites are governed by their own terms and conditions of use.

Sync Event is not responsible for relationships between the Attendees, Exhibitors, Organizers and any advertisers, professionals or salespersons (including its potential partners) to whom Members may be directed via the Application and will not take part in any disputes whatsoever with these third parties, particularly concerning Event participation, guarantees, declarations or any other obligations whatsoever to which these third parties may be bound.

18. Amendments

Sync Event reserves the right to amend these Terms of Use at any time.

Members will be informed about these amendments via any relevant mean.

Members who do not agree to the amended Terms of Use must unsubscribe from the Services following the procedure explained in Section 7.

Any Member who makes use of the Services after the amended Terms of Use have taken effect is deemed to have accepted the amendments.

19. Law and jurisdiction

Any dispute between the Parties arising out of or related to the Terms of Use will be subject to the exclusive venue of the courts of State of California and governed by the laws of San Bernardino County, USA.