

# SYNEXXUS Inc. Website Terms of Use and Indemnity

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Welcome to the website of SYNEXXUS Inc. ("Company," "we," or "us"). The following Terms of Use (the "Terms") govern your access to, and use of the website located at [www.synexxus.com](http://www.synexxus.com) (the "Website"). By accessing or using the Website, you agree to these Terms, including the disclaimers, indemnity, and legal limitations set forth below. If you do not agree with these Terms, please discontinue your use of the Website immediately.

## 1. Acceptance of Terms

By accessing or using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms.

## 2. Use of the Website and Access

### Permitted Use:

- You are granted a limited, non-exclusive, revocable license to access and use the Website for viewing purposes.
- You may access and use the Website for legitimate purposes in compliance with these Terms of Use. You agree not to use the Website for any illegal, unauthorized, or harmful purpose, or to infringe on the rights of others.

### Prohibited Uses:

- You shall not:
  - Use the Website in any way that breaches applicable local, national, or international laws or regulations or any unlawful or prohibited purpose.
  - Copy, distribute, modify, or create derivative works from any material or content on the Website without our prior written consent.
  - Upload, post, or transmit any unlawful, harmful, libelous, defamatory, or obscene and offensive content that violates the rights of others or violates the intellectual property or privacy rights of others.
  - Interfere with or disrupt the operation or security of the Website, including by transmitting any viruses or harmful code or by hacking, overloading, or engaging in any malicious activity.
  - Use any automated systems (e.g., bots or spiders) to access the Website without prior written permission from SYNEXXUS Inc.
- Export Control Compliance:
  - You acknowledge and agree that the Website and any content or materials provided through the Website may be subject to the export control laws and regulations of the United States and other applicable jurisdictions. You shall not export, re-export, transfer, or otherwise use the Website or any content or materials provided through the Website in violation of such export control laws and regulations.
- Anti-Corruption Policies:
  - You agree to comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, United Nations Convention Against Corruption (UNCAC) to include the Organization of Economic Co-operation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "OECD Convention") in connection with your use of the Website and any transactions or activities related to the Website. You shall not, directly or indirectly, offer, promise, authorize, or provide anything of value to any government official or any other person or entity with the intent to improperly influence or gain an unfair business advantage.

We reserve the right to terminate or restrict your access to the Website at any time without notice for any violation of these Terms.

## 3. Accuracy of Information

SYNEXXUS Inc strives to ensure that all information on this Website is accurate and up to date. However, the Company makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability of the products, services, related graphics contained, or information contained on the Website for any purpose. All content is provided "as is" without warranties of any kind, express or implied.

We reserve the right to correct errors or update any part of the Website, including product descriptions, pricing, and availability, without prior notice, even after an order has been submitted.

- **No Guarantees:** The Company does not guarantee the accuracy of product descriptions, pricing, availability, or any other details. Products or services displayed on the Website may not always reflect the exact product specifications, features, or performance. All product descriptions are provided for informational purposes only, and any reliance you place on such information is strictly at your own risk.
- **Errors and Omissions:** In the event of an error, typo, or omission on this Website regarding any product or service offered, we reserve the right to correct such information without prior notice, including after you have submitted an order. Prices, availability, and other terms of sale if provided may be adjusted at any time without prior notice.

## **2. No Warranties - Limitation of Liability**

The Website is provided on an "as is" and "as available" basis. SYNEXXUS Inc makes no representations or warranties of any kind, express or implied, as to the operation of this Website or the information, content, materials, or products included on this Website.

- **No Liability for Use:** The Company will not be liable for any direct, indirect, incidental, punitive, or consequential damages, losses, or harm arising out of the use of this Website, or any other linked sites, whether based on contract, tort, negligence, or otherwise. This includes, but is not limited to, damages for loss of profits, use, data, or other intangible losses, even if the Company has been advised of the possibility of such damages.
- **Third-Party Links and Content:** This Website may include links to third-party websites or services. SYNEXXUS Inc is not responsible for the content, privacy policies, or practices of any third-party websites. The inclusion of such links does not imply endorsement or approval of any products, services, or content provided by these third parties. By using the Website, you expressly release SYNEXXUS Inc. from any and all liability arising from your use of any third-party website.

## **4. Intellectual Property**

All content and materials on the Website, including but not limited to text, images, graphics, logos, trademarks, service marks, and design elements, are the intellectual property of SYNEXXUS Inc. or its licensors, and are protected by applicable intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Website solely for personal or internal business use. Any unauthorized use, including reproduction, distribution, or public display of the Website content, without prior written consent from SYNEXXUS Inc., is strictly prohibited.

## **6. Limitation of Liability**

To the maximum extent permitted by law, SYNEXXUS Inc. shall not be liable for any direct, indirect, incidental, consequential, or punitive damages, including but not limited to loss of data, loss of profits, or damages arising from your use or inability to use the Website or its content. This limitation of liability applies to all claims, whether based on contract, tort, negligence, strict liability, or any other legal theory.

## **7. Indemnification**

By using this Website, you agree to indemnify, defend, and hold harmless SYNEXXUS Inc., its affiliates, employees, directors, agents, licensors, and contractors from and against any and all claims, actions, suits, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- Your use or misuse of the Website.
- Your breach of these Terms of Use.
- Your violation of any applicable laws or regulations.
- Any willful or negligent act by you or any person acting on your behalf.

This indemnification obligation extends to claims arising in tort, contract, or negligence, and includes all reasonable costs incurred in defense of such claims. You agree to fully cooperate with SYNEXXUS Inc. in defending any such claim and acknowledge that SYNEXXUS Inc. reserves the right to assume exclusive defense and control of any matter subject to indemnification by you. This indemnification extends to claims arising in tort, contract, or negligence, and shall apply even after the termination of these Terms of Use or your use of the Website.

## **8. Safe Harbor Statement**

Certain statements on this Website may constitute “forward-looking statements” within the meaning of applicable securities laws. These statements are based on our current expectations and assumptions and involve inherent risks and uncertainties. Actual results may differ materially from those expressed or implied by the forward-looking statements. SYNEXXUS Inc. undertakes no obligation to update or revise any forward-looking statements, whether due to new information, future events, or otherwise.

## **9. Modifications to Terms**

SYNEXXUS Inc. reserves the right to modify or update these Terms of Use at any time without prior notice. Any changes will be posted on this page, and your continued use of the Website following the posting of such changes constitutes your acceptance of the updated Terms.

## **10. Governing Law and Jurisdiction**

These Terms of Use and any disputes arising from your use of the Website shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles. Any disputes arising out of or relating to these Terms, or the Website, shall be subject to the exclusive jurisdiction of the courts located in Virginia.

## **11. Severability**

If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

## **12. Contact Information**

If you have any questions or concerns regarding these Terms of Use, please contact us at <https://synexxus.com/home>

**By accessing or using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.**