

# Terms & Conditions

Last Updated: June 13, 2022

## 1. SCOPE OF TERMS & CONDITIONS

Unless otherwise indicated, these Terms and Conditions of Service (“**Terms & Conditions**”) apply to (i) your use of and/or access to the syntrillo.com website, SynFit Stroke Community website, and/or other websites (collectively, “Website” or “**Websites**”) which are owned or operated by Syntrillo, Inc. or its affiliates (collectively, “**Syntrillo**”, “we,” “us,” or “our”), including any portions thereof available only to subscribers, and (ii) your use of and/or access to the mobile phone applications or progressive web applications which we may own or operate currently or in the future, (collectively, the “**Mobile App**”) and (iii) your use of and or access to any content or information and other online or mobile-enabled technology, digital tools and other services and products provided by us, including the SynFit product, (together with the Website and the Mobile App, collectively, the “**Services**”). For purposes of these Terms & Conditions, “affiliates” shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with, Syntrillo.

We are committed to protecting your privacy and security. For more information, you should review our Privacy Policy which is incorporated into these Terms & Conditions by this reference.

If you are not willing to be or cannot be bound by all of these terms and conditions, including without limitation the following agreement and acknowledgement, then you should not access, browse or use the services. Moreover, Syntrillo does not and will not grant you any right or license to access, browse or use the services without your willingness and ability to be bound by all of the terms and conditions of this agreement.

If you do not abide by the provisions of these terms and conditions, except as we may otherwise provide from time to time, you agree that we may immediately deactivate or

delete your user account and all related information and files in your user account and/or restrict any further access to such information and/or files, or our services, with or without notice.

You must exercise caution, good sense and sound judgment in using the Services. You are prohibited from violating, or attempting to violate, the security of the Services. Any such violations may result in criminal and/or civil penalties against you. Syntrillo will investigate any alleged or suspected violations and if a criminal violation is suspected, we may contact and/or cooperate with law enforcement agencies in their investigations.

## **2. AGREEMENT AND ACKNOWLEDGEMENT**

**a. User Agreement.** By using the Services, you accept these Terms & Conditions and agree to be legally bound and to abide by the terms, conditions, and notices contained or referenced herein, just as if you had signed them.

**b. Changes to Terms & Conditions.** From time to time, we may, in our sole discretion, change, modify, supplement or remove portions of these Terms & Conditions (“Additional Terms”). Such Additional Terms shall become effective upon posting by the Company on the Website, the Mobile App, via the Service or sending you an email or other notification. You will be deemed to have agreed to such Additional Terms by your decision to continue accessing the Mobile App or the Website or otherwise using any of the Services following the date in which such Additional Terms become effective.

**c. Modification of Services.** In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Services provided to you, including, but not limited to, (i) restricting the time the Services are available, (ii) restricting the amount of use permitted, (iii) restricting or terminating any user’s right to use the Services and (iv) changing any feature or functionality provided by the Services. You agree that any termination or cancellation of your access to, or use of, the Services may be affected without prior notice. Further, you agree that we shall not be liable to

you or any third-party for any termination or cancellation of your access to, or use of, our Services.

### **3. ELIGIBILITY**

We do not permit individuals under 18 years of age to become registered users of our Services. By using the Services, you represent and warrant that you are at least 18 years of age and have the right, authority and capacity to enter into these Terms & Conditions and to abide by the terms and conditions of these Terms & Conditions.

We do not currently offer our services outside of the United States. In order to comply with international regulations on security and privacy, Syntrillo can only accept users who reside in the United States, as their data will be stored in the United States. International citizens who reside in the United States are permitted, as their data is protected under US law.

### **4. USER ACCOUNT AND SECURITY**

As a registered user of the Services, you are entirely responsible for maintaining the confidentiality of your user account information. You may not use the account or user name of any other member at any time. You must notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's user account information. You are also entirely responsible for any and all activities which occur under your user account. We will not be liable for any loss that you incur as a result of someone else using your account, either with or without your knowledge. You may also be held liable for any losses incurred by Syntrillo, its affiliates, officers, directors, employees, consultants, agents and representatives due to someone else's use of your account. You agree not to register or subscribe for more than one account, create an account on behalf of someone else, or create a false or misleading identity while using the Services. If your registration or subscription is revoked for any reason, you agree not to register or subscribe again with our Services using another user name or through any other means. If we have reason to suspect, in

our sole discretion, that your account has previously been terminated, we reserve the right to terminate any new accounts you have registered without any notice to you, or to exercise any other remedies available to us under these Terms & Conditions or by law.

## 5. USER DATA

Syntrillo collects and utilizes your Personal Information to provide personalized information and plans and continue product research and development, as outlined in our Privacy Policy. By using the Services and accepting these Terms & Conditions, you agree to the use of your Personal Information as outlined in our Privacy Policy.

## 6. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM SYNTRILLO

**a. Legal Communications.** We may send the following to you by email or posting them on the Website and/or the Mobile App: these Terms & Conditions, including legal disclosures; future changes to these Terms & Conditions, Privacy Policy, and other notices, legal communications or disclosures and information related to the Services. Such communications are part of the Services which you cannot opt out of receiving.

**b. Service Announcements.** In using the Services, you may receive periodic electronic communications from Syntrillo regarding the Services, such as new product offers and other information regarding the Website and/or the Mobile App, which are part of the Services and which you cannot opt out of receiving.

**c. Promotional Communications.** You may also receive periodic promotions and other offers or materials Syntrillo believes might be of interest to you. You can opt-out of receiving these promotional messages at any time by replying to the sender with “unsubscribe” or sending an email request to [privacy@syntrillo.com](mailto:privacy@syntrillo.com).

**d. Withdrawing Your Consent.** If you later decide that you do not want to receive future communications electronically, please send an email to [privacy@syntrillo.com](mailto:privacy@syntrillo.com). Your withdrawal of consent shall be effective within a reasonable time after we receive your withdrawal notice described above. Your withdrawal of consent will not affect the legal validity or enforceability of the Terms provided to, and electronically signed by, you prior to the effective date of your withdrawal. If you withdraw your consent to

receive communications electronically, we may terminate your account and/or access to the Service (or any part thereof).

## **7. PUBLIC FORUM; INFORMATION PROVIDED BY MEMBERS**

Definition. **“Public Forum”** is any area, site or feature offered as part of the Services (including, but not limited to, chat, message board, blog, groups, emails or instant messaging features) that enables you (a) to upload, submit, post, display, perform, distribute and/or view User Content, and/or (b) to communicate, share, or exchange User Content with other members. Except as otherwise provided in our Privacy Policy all Public Forum communications are public and not private communications. You are, and shall remain, solely responsible for the User Content that you upload, submit, post, transmit, communicate, share or exchange by means of any Public Forum and for the consequences of submitting or posting the same.

## **8. LIMITED LICENSE**

Subject to your continued compliance with the Terms & Conditions, including without limitation the timely payment of all applicable fees, we grant you a non-exclusive, non-transferable, non-sublicensable, fully revocable, limited license to access and use our Services (whether through the Websites or by downloading and installing the Mobile App, including any updates and bug fixes). Your use is limited for your personal, noncommercial use only.

The Services, or any portion thereof, may not be reproduced, duplicated, copied, modified, sold, resold, distributed, visited, or otherwise exploited for any commercial purpose without the express written consent of Syntrillo. Furthermore, except for the limited rights granted in this Section, you will not (and will not encourage or assist any third party to): (i) modify, alter, tamper with, repair or otherwise create derivative works of the Services or any software or technology included in or used or distributed by Syntrillo to provide the Services; or (ii) reverse engineer, disassemble or decompile the Services, or attempt to discover or recreate the source code for the Services.

## **9. RESTRICTIONS ON USE OF CONTENT**

You acknowledge that all Syntrillo content is copyrighted under the United States copyright laws (and, if applicable, similar foreign laws), and we own a copyright in the selection, coordination, arrangement and enhancement of such content. All trademarks appearing on the Services are trademarks of their respective owners. The Syntrillo and SynFit Marks (hereinafter defined) are tradename and the registered trademark and service mark of Syntrillo, Inc.

## **10. USER CONTENT**

Agreement. You represent and warrant that, when using the Services, you will obey the law and respect the intellectual property rights of others. Your use of the Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property generally. You agree not to upload, post, transmit, display, perform or distribute any content, information or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights, or rights or publicity or privacy, or in violation of any applicable law or regulation.

## **11. COMMUNITY STANDARDS AND CONDUCT GUIDELINES**

You agree to our SynFit Community Guidelines. You agree that you will not (and/or will not use the Website, the Mobile App and/or any part of our Services to):

- a. Upload, post, email or otherwise transmit any User Content or other materials that:
  - (i) are unlawful, harmful, threatening, abusive, harassing, inflammatory, tortious, defamatory, vulgar, libelous, slanderous, discriminatory, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole discretion);
  - (ii) contain adult content, including obscene, pornographic, and/or sexual terms, descriptions and/or images, nudity, profanity or graphic violence;
  - (iii) incite or encourage criminal or terrorist activities or physical harm against another;

- (iv) exploit political agendas or “hot button” issues for commercial use; or that contain hate speech based upon the race, sex, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of an individual or group;
  - (v) are not your own, or that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - (vi) infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party or that are deceptive, misleading or fraudulent or that may otherwise be unlawful or give rise to civil or criminal liability;
  - (vii) are unauthorized advertising, promotional materials, “junk mail,” “spam,” “phishing,” “chain letters,” “pyramid schemes,” or any other form of solicitation, opinions or notices, commercial or otherwise;
  - (viii) contain software viruses, spyware, adware, worms, or any other computer malware or malicious code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- b. Harm minors in any way, or solicit or otherwise attempt to gain any information from a minor;
- c. Advertise or otherwise solicit funds or constitute a solicitation for goods or services;
- d. Impersonate any person or entity, including, but not limited to any user of the Services, a director, officer, employee, shareholder, agent or representative of Syntrillo, our Business Customers or any other person or entity, or falsely state or otherwise misrepresent your affiliation with Syntrillo our Business Customers or any other person or entity;
- e. Provide false, misleading or inaccurate information to Syntrillo or any other member;
- f. Create more than one unique public profile or register for more than one account except as specifically permitted in these Terms & Services, create an account on behalf of someone else, or create a false or misleading identity on the Services;



- g. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content or other materials transmitted to or through the Services;
- h. Attempt to probe, scan or test the vulnerability of the Services or any associated system or network, or breach security or authentication measures without proper authorization;
- i. Use or affect the Services in any manner that could damage, disable, overburden or impair the Services or its functionality, or disrupt the normal flow of dialogue (including, without limitation, “flooding,” “mail bombing,” or “crashing”), or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user’s experience of the Services;
- j. Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- k. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;
- l. “Stalk” or otherwise harass another user or employee of the Services;
- m. Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of the Services, including usernames or passwords;
- n. Access or attempt to access another user’s account without his or her consent;
- o. Reverse engineer, disassemble or decompile the Mobile App, or attempt to discover or recreate the source code for the Mobile App or any portion of the Services; or
- p. Assign, transfer or sublicense your rights as a registered user of the Services.

Your privilege to use the Services (including your ability to contribute to discussions on the Public Forum or communicate with Coaches and/or other users in a Syntrillo Group) depends on your compliance with the community standards and conduct guidelines set forth above. We may revoke your privileges to use all or a portion of the Services and/or take any other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to our community standards and conduct guidelines, or any part of these Terms & Conditions, we may terminate, in our sole discretion, your use of, or participation in, any Public Forum or the Services. Any violation of this section may subject you to civil and/or criminal liability.

## **12. HEALTH AND MEDICAL SERVICE DISCLAIMER**

**We do not provide professional medical services or advice. The services provide personalized access to information with the aim of encouraging users to make better wellness choices. The services provided by the website and/or mobile app do not contain or constitute, and should not be interpreted as medical advice or opinion. No doctor-patient relationship is created. Use of the services is not for medical emergencies. If you think you have a medical emergency, call 911.**

No Doctor-Patient Relationship. Any and all services provided by, in and/or through the Services are for informational purposes only. Syntrillo is not a medical professional, and Syntrillo does not provide medical services or render medical advice. Nothing contained in the Services should be construed as such advice or diagnosis. The information and reports generated by us should not be interpreted as a substitute for consultation with a physician or medical professional, evaluation, or treatment, and the information made available on or through the Services should not be relied upon when making medical decisions, or to diagnose or treat a medical or health condition.

Your use of the services does not create a doctor-patient relationship between you and any of the Syntrillo parties (including, without limitation, coaches and stroke experts) or any of Syntrillo service users.

You are urged and advised to seek the advice of a physician or a medical professional with any questions you may have regarding your health. If any information you receive or obtain from using the Services that is inconsistent with the medical advice from your physician, you should follow the advice of your physician.

### **13. LIMITATION OF LIABILITY**

You expressly understand and agree that in no event shall Syntrillo, its affiliates or any of its or their respective third-party service providers, licensors and suppliers be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), arising out of, or resulting from, a) the use or the inability to use the services b) the use of any content or other material on the website, our applications or applications linked to our applications, c) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the services; d) unauthorized access to or alteration of your transmissions or data; e) statements or conduct of any third party on our services; or f) any other matter relating to the services.

You, on behalf of yourself, your personal representatives and your heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Syntrillo, its affiliates and any of Syntrillo's and its affiliates' officers, directors, shareholders, employees, agents, affiliates, representatives, sublicensees, successors and assigns from any and all claims; actions or loss for bodily injury, property damage, wrongful death, emotional distress, loss of services or other damages or harm, whether to you or to third parties, which may result from your use of the services. You understand and agree that the cancellation or termination of your subscription is your sole right and remedy with respect to any dispute with us including, without limitation, any dispute related to, or arising out of: (i) these Terms & Conditions or our enforcement or application thereof; (ii) any practice or policy of Syntrillo including these Terms & Conditions and our Privacy Policy, or our enforcement or application of these

policies; (iii) the content available through the website and/or applications or any change in content provided through the website and/or applications through the services; (iv) your ability to access and/or use our website and/or applications; or (v) the amount or types of our fees or charges, surcharges, applicable taxes, or billing methods, or any change to our fees or charges, applicable taxes, or billing methods.

#### **14. INTELLECTUAL PROPERTY**

a. Software. You acknowledge and agree that the Services and all intellectual property rights associated therewith are, and shall remain, the property of Syntrillo (and, where applicable, its licensors). Furthermore, you acknowledge and agree that the source and object code of the Website and/or Mobile App and the format, directories, queries, algorithms, structure and organization of the Website and/or Mobile App are the intellectual property and proprietary and confidential information of Syntrillo and its affiliates, licensors and suppliers. Except as expressly stated in these Terms & Conditions, you are not granted any intellectual property rights in or to the Services by implication, estoppel or other legal theory, and all rights in and to the Services not expressly granted in these Terms & Conditions are hereby reserved and retained by Syntrillo.

b. Trademarks. Syntrillo, Syntrillo.com, Syntrillo logo, SynFit, SynFit logo (collectively, the "Syntrillo Marks") are trademarks or registered trademarks of Syntrillo, Inc. Other trademarks, service marks, graphics, logos and domain names appearing on the Website, Mobile App or in other Content provided to you may be the trademarks of third-parties. Neither your use of the Services, nor these Terms & Conditions, grant you any right, title or interest in or to, or any license to reproduce or otherwise use, the Syntrillo Marks or any third-party trademarks, service marks, graphics, logos or domain names.

## **15. TERM AND TERMINATION**

a. Termination. These Terms & Conditions will remain in full force and effect while you use our Services (including our Website and Mobile Apps). We may terminate your use of, or access to, the Service in accordance with these Terms & Conditions.

b. Effect of Termination; Survival. Termination of these Terms & Conditions automatically terminates all rights and licenses granted to you under these Terms & Conditions, including all rights to use the Services, except that all terms that by their nature may survive termination shall be deemed to survive such termination (including, without limitation, intellectual property, disclaimers, limitations of liability, User Content license, governing law and venue). Subsequent to termination, Syntrillo reserves the right to exercise whatever means it deems necessary to prevent your unauthorized use of the Services, including without limitation technological barriers such as IP blocking and direct contact with your Internet Service Provider.

c. Legal Action. If we, in our sole discretion, take legal action against you in connection with any actual or suspected breach of these Terms & Conditions, we will be entitled to recover from you as part of such legal action, and you agree to pay, our reasonable costs and attorneys' fees incurred as a result of such legal action. The Syntrillo Parties will have no legal obligation or other liability to you or to any third party arising out of or relating to any termination of these Terms & Conditions.

## **16. MISCELLANEOUS TERMS**

If any provision of these terms shall be found by a court of competent jurisdiction to be unlawful, invalid, void or voidable, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. These Terms & Conditions are the entire agreement between you and us relating to the subject matter herein. We may assign our rights and obligations under these Terms & Conditions. These Terms & Conditions will inure to the benefit of our successors, assigns and licensees. The failure of either

party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms & Conditions, or to exercise any right under the Terms & Conditions, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.