

SynchroCoin (SYC) Crowdsale: Terms & Conditions

TERMS AND CONDITIONS

PART 1. INTRODUCTION

1. The following Terms and Conditions ("Terms") govern the sale of cryptographic tokens known as "SynchroCoins" to initial crowdsale participants ("Purchasers") which will be used within a decentralized restaurant recommendation platform called "SynchroLife".
2. SynchroLife will be connected to the Specified Smart Contract System (as defined below).
3. SynchroCoins may be traded for various types of cryptocurrencies, including Ether.
4. These Terms regulate the initial crowdsale of SynchroCoins as contemplated in the Crowdsale Clause (as defined below).
5. SynchroLife Limited may amend these Terms from time to time as set out in clause 24.
6. By transferring Ether to the Specified Smart Contract System, the Purchaser understands and accepts that the Purchaser makes a contribution into the Specified Smart Contract System for the development of SynchroLife (for further information about the SynchroLife service, please check the official website: <https://www.synchrolife.org>).

PART 2. DEFINITIONS

1. In these Terms the following words shall have the meanings assigned to them in this clause 1, namely:

"Applicable Jurisdiction" means: Hong Kong.

"Blockchain" means a distributed database that maintains a continuously-growing list of records called blocks in an open ledger, providing a transparent and reliable basis for automated contracting and payments resulting from real-time commercial activity.

"BTC" means: the cryptocurrency or cryptographic token known as "Bitcoin".

"Crowdsale" means: sale of SYC to Purchasers as contemplated in the Crowdsale Clause.

"the Crowdsale Clause": means Clause 3 of Part 4.

"the Crowdsale Period" shall: have the meaning given in clause 3 of Part 4.

"ETH" means: the cryptocurrency or cryptographic token known as "Ether"

"Hong Kong" means: the Hong Kong Special Administrative Region of the People's Republic of China.

"Purchaser", "you" and "your" means: any person participating in the Crowdsale by purchasing SYC.

"the Specified Smart Contract System" means: the Ethereum Blockchain-based network.

"SYC" means: SynchronoCoins, the SynchronoLife cryptographic tokens, which will form the subject matter of the Crowdsale.

"SYL Website" means: website of SynchronoLife Limited at <http://synchronolife.org>

"SynchronoLife" means: a decentralized restaurant recommendation platform called "SynchronoLife".

"SynchronoLife Limited", "we" and "our" : means SynchronoLife, Limited (Company Registry No. 2539785) trading as "SynchronoLife" a company registered and existing under the laws of Hong Kong with registered address at Unit C, 10/F, Yan's Tower, 27 Wong Chuk Hang Road, Hong Kong.

"SynchronoLife Parties" means: the SynchronoLife Limited team, SynchronoLife Limited, and its affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of SynchronoLife Limited or its affiliates.

"SynchronoLife Sector" refers to the online sector through which SynchronoLife will be operated.

"Sale Agreement" means the agreement concluded between a Purchaser and SynchronoLife Limited when the Purchaser purchases SYC on the SYL Website;

"Terms" means: these terms and conditions of sale;

"USD" means: Dollar or Dollars, United States currency.

PART 3. IMPORTANT DISCLAIMER

The purchase of SynchronoCoins carries with it a number of risks. Therefore, prior to purchasing SYC, you should carefully consider the risks listed below and, to the extent necessary, obtain independent advice as to the risks associated with the Crowdsale. If any of the risks as contemplated in these Terms are unacceptable to you or if you do not understand the nature and extent of the risks associated with the Crowdsale, you should not purchase SYC. By purchasing SYC, and to the extent permitted by the law of the Applicable Jurisdiction, you are agreeing not to hold SynchronoLife Limited or any of the SynchronoLife Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of SYC. By purchasing any SYC you expressly acknowledge and represent that you have carefully reviewed these Terms and the Sale Agreement and fully understand the risks, costs and benefits of purchasing cryptographic assets in the manner as contemplated in these Terms and the Sale Agreement.

This document describes the initial sale in which SynchronoCoins are sold. This document does not constitute a prospectus of any sort, is not a solicitation for investment, and does not pertain in any way to an offering of securities in any jurisdiction. Individuals, businesses, and other organizations should carefully weigh the risks, costs, and benefits of acquiring SYC.

Ownership of SYC carries no rights express or implied. Purchases of SYC are non-refundable. Purchasers should have no expectation of influence over governance of SynchronoLife Limited, the SynchronoLife mobile app, website, or

other platforms and services.

Despite the use of the word "coin" in SynchronoCoins sold to Purchasers and traded within the SynchronoLife Sector, no SYC should be regarded as fiat money. Considering the nature of the SYC as bona fide cryptographic or virtual commodities (rather than securities, financial instruments, or foreign currency).

Cryptocurrencies have been the subject of regulatory scrutiny by various regulatory bodies around the globe. SynchronoLife Limited, its business practices in general and various aspects of the SynchronoLife Limited Sector could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of SynchronoLife Limited to continue to develop SynchronoLife using Blockchain and cryptocurrency technology.

These Terms, our business model in general and all aspects of the SynchronoLife Sector may be subject to change depending on regulatory and compliance requirements of the law of the Applicable Jurisdiction from time to time, in which event SynchronoLife Limited shall not be held liable for any loss or damages (whether direct or consequential) caused by such changes. In this regard, and to the fullest extent possible, the Purchaser acknowledges and understands the effect of Clause 13 of these Terms, namely that neither the SynchronoLife Limited Parties nor any of them accept any liability for any loss or damages caused by such occurrence.

By participating in the sale of SYC, Purchasers expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the risks, costs, and benefits of purchasing SYC and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase SYC in your relevant jurisdiction. [Purchasers represent that they are lawfully able to enter into contracts (e.g., are of legal age and not a minor).] If a Purchaser is participating in this Crowdsale for another person (e.g., a company or another natural person), the Purchaser represents that they have legal authority to bind and enter into contracts for and on behalf that company/person and that company/person has agreed to these Terms and has been provided copies of these Terms. Purchasers also warrant that they will not hold the SynchronoLife Parties or any of them liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of SYC, now or in the future.

WARNING: DO NOT PURCHASE SYC IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS.

Purchases of SYC should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like Bitcoin and Ether and Blockchain-based software systems. Purchasers should have functional

understanding of storage and transmission mechanisms associated with other cryptographic tokens. While SynchronoLife Limited will be available to assist Purchasers of SYC during and after the sale, SynchronoLife Limited will not be responsible for lost ETH or SYC resulting from actions taken by, or omitted by Purchasers. In particular, please note that Purchasers should maintain a record of their wallet password in order to ensure that they will be able to access their SYC when it becomes available after the Crowdsale. If you do not have such experience or expertise, then you should not purchase SYC or participate in the Crowdsale of SYC. Please note that SynchronoLife Limited will be available to provide web-based support only, which may include email, web forums, and Frequently Asked Question answers. SynchronoLife will not provide telephone or in-person live support. In this regard please take note of Clause 13 of these Terms.

WARNING: CRYPTOGRAPHIC TOKENS MAY EXPERIENCE EXTREME PRICE VOLATILITY.

SYC is not legal tender and do not represent any formal or legally binding investment. Cryptographic tokens that possess value in public markets, such as BTC, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A Purchaser of SYC should be prepared to expect similar fluctuations, both down and up, in the price of SYC denominated in ETH or United States dollars or currencies of other jurisdictions. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. SynchronoLife Limited cannot and does not guarantee market liquidity for SYC and therefore there may be periods of time in which SYC is difficult to trade.

Additionally, due to different legislation, regulations or rules in different jurisdictions and the inability of citizens of certain jurisdictions to open accounts at exchanges located elsewhere in the world, the liquidity of SYC may be markedly different in different jurisdictions, which would likely be reflected in significant price discrepancies. By purchasing SYC, Purchaser expressly acknowledges and represents that the Purchaser fully understands that SYC may experience volatility in pricing and will not seek to hold any of the SynchronoLife Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the Crowdsale or the subsequent sale of SYC.

Additionally, due to different regulatory provisions in different jurisdictions and the inability of citizens of certain jurisdictions to open accounts at exchanges located those or other jurisdictions, the liquidity of SYC may be markedly different in different jurisdictions and this would likely be reflected in significant price discrepancies. By purchasing SYC, you expressly acknowledge and represent that you fully understand that SYC may experience volatility in pricing and will not seek to hold any of the SynchronoLife Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the Crowdsale of SYC.

WARNING: THE PURCHASE OF SYC ENTAILS A NUMBER OF RISKS.

The purchase of SYC carries with number of risks. Prior to purchasing SYC, you should carefully consider the risks listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to you, you should not purchase SYC. By purchasing SYC, and to the extent permitted by law, you are agreeing not to hold any of the SynchronoLife Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of SYC, including losses associated with the risks set forth below.

PART 4. GENERAL TERMS

1. Overview of Crowdsale of SYC

SynchronoLife Limited will produce a quantity of SYC in a pre-sale event called a crowdsale, to be conducted on the SYL Website. Purchasers during the Crowdsale will be able to acquire SYC in exchange for ETH at predefined sale prices over the Crowdsale Period. All SYC sold in this manner will be created on Specified Smart Contract System. SynchronoLife will allocate the purchased SYC to the corresponding individual Purchasers, delivering it to their control. All SYC will be delivered to Purchasers after the end of the Crowdsale Period.

2. Amount of SYC Created

100,000,000 SYC will be created on the Ethereum blockchain (for more information about Ethereum, please visit their official website: <https://ethereum.org>). No more SYC will be created after this initial creation.

55,000,000 SYC (55% of the total created SYC) will be distributed amongst participants of the Crowdsale Presale (from August 16, 2017 at 12:00 noon GMT to September 7, 2017 at 11:59 AM GMT) and the Crowdsale (from September 22, 2017 at 15:00 GMT to October 20, 2017 at 14:59 GMT). These 55,000,000 SYC will be allocated to Purchasers based on their overall ETH contributions during the Crowdsale Presale and Crowdsale.

The remaining SYC not distributed during the Crowdsale Presale and Crowdsale will be used for the purposes outlined in the SynchronoLife white paper. For details, please see the SynchronoLife white paper on the official SynchronoLife website, located here: <http://synchronolife.org/whitepaper.html>

3. Timing of Sale

The Crowdsale will begin at 15:00:00 GMT on September 22, 2017. The Crowdsale will run for twenty-eight (28) days and will end at 14:59:59 GMT on

October 20, 2017 ("the Crowdsale Period") Provided Always That :-

3.1 SynchroLife Limited reserves the right to change the date when the Crowdsale Period will begin and further reserves the right to extend the Crowdsale Period for any reason, including the unavailability of the SYL Website or other unforeseen security or procedural issues.

3.2 Though it does not currently anticipate doing so, SynchroLife Limited also reserves the right to shorten the Crowdsale Period for any reason.

4. Pricing of SYC

Based on the performance of other recent blockchain project launches SynchroLife Limited has determined that this Crowdsale shall be partitioned and sold with bonus rates which decrease as the sale proceeds.

Full details about bonuses during the Crowdsale will be provided in a timely manner to Purchasers in the initial sale and will be available on the SYL website at the time of purchase.

5. Disclosure of Purchases

To enable SYC Purchasers to have as much information as possible to guide their decision making process, SynchroLife Limited will disclose the total number of SYC sold in real time online to enable the Purchaser to develop an understanding of the size of the existing SYC pool at the time of their SYC purchase.

6. Purchase of SYC from the SynchroLife Website

Instructions for purchasing SYC with ETH will be available for review on the SYL Website (<https://www.synchrolife.org>) during the duration of the initial sale. Failure to follow these instructions may limit, delay, or prevent a Purchaser from obtaining SYC. Any questions about these instructions should be directed to info@synchrolife.org.

7. Obligation to Determine If Purchaser Can Purchase SYC in Purchaser's Jurisdiction

This product sale is conducted by SynchroLife Limited, a company operating under Hong Kong law. It is the responsibility of each potential Purchaser of SYC to determine if the Purchaser can legally purchase SYC in the Purchaser's jurisdiction.

8. Acceptance of Terms and Conditions of the SYC Sale

As a first step in the purchase process, SynchroLife Limited will present the

Purchaser with these Terms, and associated documents. By placing an order for SYC, the Purchaser: (i) consents and agrees to the Terms; (ii) represents and warrants that the Purchaser is legally permitted to purchase SYC in the Purchaser's jurisdiction; (iii) represents and warrants that the Purchaser is of a sufficient age to legally purchase SYC or has received permission from a legal guardian who has reviewed and agreed to these Terms; (iv) represents and warrants that the Purchaser will take sole responsibility for any restrictions and risks associated with the purchase of SYC as set forth below; and (v) represents and warrants that the Purchaser has an understanding of the usage and intricacies of cryptographic tokens, like BTC, and blockchain-based software systems.

9. SYC Will Only Be Available For Sale on the SynchronoLife Website

SynchronoLife Limited will only sell SYC through the SYL Website. To the extent that any third-party website or service offers SYC for sale during the initial sale or facilitates the sale or transfer of SYC in any way during the initial sale or at any time up to the release of the initial block, such third-party websites or services are not sanctioned by SynchronoLife Limited or its parents and affiliates and have no relationship in any way with the SynchronoLife Parties. As a result, SynchronoLife Limited prohibits the use of these third-party websites or services for the purchase of SYC prior to the end of the Crowdsale Period.

10. Fraudulent Attempts to Double Spend ETH

SynchronoLife Limited will monitor all potential transactions for fraudulent attempts to double spend ETH. Any detected double spend of ETH will result in no SYC being delivered to the associated Purchaser.

11. SynchronoLife Limited Will Not Purchase SYC During the Crowdsale and Until the Creation of the Initial Block

SynchronoLife Limited warrants that it will not purchase SYC at the Crowdsale. Furthermore SynchronoLife Limited warrants that it will not purchase SYC from any third party, or acquire SYC in any manner, or acquire future control of SYC, during the period of the Crowdsale.

12. Certain Risks Associated with the Purchase of SYC

The purchase of SYC carries with significant risk. Prior to purchasing SYC, the Purchaser should carefully consider the below risks and, to the extent necessary, consult a lawyer, accountant, and/or tax professionals prior to determining whether to purchase SYC. The Purchaser understands and accepts the risks with the purchase of SYC as exemplary set forth above and hereinafter:

a. Risk of Value Drop: It is possible that the value of ETH will drop significantly in the future, depriving SynchronoLife of sufficient resources to continue to operate.

b. Risk of Losing Access to SYC Due to Loss of Credentials: SYC will be stored in a wallet, which can only be accessed with a password selected by the Purchaser. If a Purchaser of SYC does not maintain an accurate record of their password, this may lead to the loss of SYC. As a result, Purchasers are fully responsible for safely storing their password in one or more backup locations. The Purchaser understands and accepts that if a wallet file or password is lost or stolen, the obtained SYC associated with the Purchaser's wallet or password will be unrecoverable and will be permanently lost.

c. Risk of Regulatory Action: Cryptocurrencies and blockchain technologies have been the subject of regulatory scrutiny by various regulatory bodies around the world. The functioning of SynchronoLife and SYC could be impacted by one or more regulatory enquiries or regulatory action, which could impede or limit the future development of SynchronoLife.

d. Risk of Insufficient Interest: It is possible that SynchronoLife will not be used by a large number of external businesses, individuals, and other organizations and that there will be limited public interest in the service. Such a lack of interest could impact the development of SynchronoLife and potential uses of SYC. SynchronoLife Limited cannot predict or guarantee the success and future revenues or profiles resulting from its own development and marketing efforts.

e. Risk of Change: The Purchaser recognizes that SynchronoLife is currently under development and may undergo significant changes before release. Purchaser acknowledges that any expectations regarding the form and functionality of SynchronoLife held by the Purchaser may not be met upon release of SynchronoLife, for any number of reasons including a change in the design and implementation plans and execution of the implementation of SynchronoLife.

f. Risk of Release Failure: Purchaser understands, that while the SynchronoLife Team will make reasonable efforts to complete SynchronoLife, it is possible that an official completed version of SynchronoLife may not be released and there may never be an operational SynchronoLife.

g. Risk of Hacking and Theft: Hackers or other groups or organizations may attempt to steal the ETH revenue from the initial sale, thus potentially impacting the development of SynchronoLife and operation of SYC.

h. Risk of Weakness or Exploitable Breakthroughs in the Field of Cryptography: SYC is a cryptocurrency. Advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and SynchronoLife, which could result in the theft or loss of SYC. To the extent possible, SynchronoLife intends to update the protocol underlying SynchronoLife to account for any advances in cryptography and to incorporate additional security measures, but cannot predict the future of cryptography or the success of any future security updates.

i. Risk of Ethereum mining attacks: As with other cryptocurrencies, the blockchain used for SynchronoLife is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to SynchronoLife, expected proper execution and sequencing of SYC transactions, and expected proper execution and sequencing of contract computations.

j. Risk of Private Key Loss: The loss or destruction of a private key by SynchronoLife, issuer or investor required to access SYC may be irreversible. SynchronoLife’s loss of access to its private keys or a data loss relating to SynchronoLife’s, issuer’s or investor’s SYC could adversely affect the value of SYC.

k. Risk of Industry: SYC is a new product, thus contributing to price volatility that could adversely affect the value of SYC. The factors affecting the further development of the digital assets industry, as well as SynchronoLife, include:

- i. continued worldwide growth in the adoption and use of SYC and other digital assets;
- ii. government and quasi-government regulation of SYC and other digital assets and their use, or restrictions on or regulation of access to and operation of SYC or similar digital asset systems;
- iii. the maintenance and development of the open-source software protocol of SynchronoLife;
- iv. changes in consumer demographics and public tastes and preferences;
- v. the availability and popularity of other similar products; and general economic conditions and the regulatory environment relating to SynchronoLife and digital assets.

l. Risk of Intellectual property: Intellectual property rights claims may adversely affect the operation of SynchronoLife. Third parties may assert intellectual property claims relating to the holding and transfer of digital assets and their source code. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in SynchronoLife’s long-term viability or the ability of end-users to hold and transfer SYC may adversely affect the value of SYC. Additionally, a meritorious intellectual property claim could prevent SynchronoLife and other end-users from accessing SynchronoLife or holding or transferring their SYC.

m. Exchange Risks: Cryptocurrency exchanges on which SYC may trade may be relatively new and largely unregulated and may therefore be more exposed to

fraud and failure than established, regulated exchanges for other products. To the extent that the cryptocurrency exchanges representing a substantial portion of the volume in SYC trading are involved in fraud or experience security failures or other operational issues, such cryptocurrency exchange failures may result in a reduction in the price and can adversely affect the value of SYC. A lack of stability in the cryptocurrency exchanges and the closure or temporary shutdown of cryptocurrency exchanges due to fraud, business failure, hackers or malware, or government-mandated regulation may reduce confidence in SynchronoLife and result in greater volatility in the price.

n. Risk of Crisis: Political or economic crisis may motivate large-scale sales of SYC, which could result in a reduction in the price and adversely affect the value of digital assets such as SYC, which are relatively new, are subject to supply and demand forces based upon the desirability of an alternative, decentralized means of transacting, and it is unclear how such supply and demand will be impacted by geopolitical events. Large-scale sales of SYC would result in a reduction in the price and adversely affect the value of an SYC.

o. Risk of Competition: It is possible that a digital asset other than SYC could have features that make it more desirable to a material portion of the digital asset user base, resulting in a reduction in demand for an SYC, which could have a negative impact on the use and price of SYC. It is possible that a comparable product could become materially popular due to either a perceived or exposed shortcoming of SynchronoLife that is not immediately addressed by the SynchronoLife Team, or a perceived advantage of a comparable product that includes features not incorporated into SYC. If this product obtains significant market share, it could have a negative impact on the demand for, and price of, a SYC.

p. Risk of Transaction Issues: SYC transactions are irrevocable and stolen or incorrectly transferred SYC may be irretrievable. As a result, any incorrectly executed SYC transactions could adversely affect the value of an SYC. SYC transactions are not, from an administrative perspective, reversible without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on SynchronoLife. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of SYC or a theft of SYC generally will not be reversible and there may be no compensation for any such transfer or theft. Such loss could adversely affect the value of an SYC.

q. Risk of Stolen SYC: SynchronoLife may not have adequate sources of recovery if SYCs are lost, stolen or destroyed. If SynchronoLife Limited's or issuer's SYCs are lost, stolen or destroyed under circumstances rendering a party liable to SYC or issuer, the responsible party may not have the financial resources sufficient to satisfy the claim.

r. Risk of Uninsured Losses: Unlike bank accounts or accounts at some other

financial institutions, funds held using SynchroLife or Ethereum network are generally uninsured. In the event of any SYC or ETH loss, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurer, to offer recourse to Purchasers.

13. All Purchases of SYC Are Non-Refundable

ALL PURCHASES OF SYC ARE FINAL. PURCHASES OF SYC ARE NON-REFUNDABLE. BY PURCHASING SYC, THE PURCHASER ACKNOWLEDGES THAT NEITHER SYNCHROLIFE NOR ANY OTHER OF THE SYNCHROLIFE PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY SYC THAT IS NOT USED OR REMAINS UNUSED.

14. Purchase Limitations

Citizens and residents of the United States of America are not eligible to participate in the Crowsale. The Purchaser is only allowed to purchase SYC if and by buying SYC he/she covenants, represents, and warrants that he/she is neither a citizen of the United States of America or a permanent resident of the United States of America, nor does he/she has a primary residence or domicile in the United States of America, including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the United States of America. In order to buy SYC and by buying SYC, the Purchaser covenants, represents, and warrants that none of the owners of the company, of which you are an authorized officer, are not a citizen of the United States of America or a permanent resident of the United States of America, nor does he/she have a primary residence or domicile in the United States of America, including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the United States of America. The seller shall reserve the right to refuse selling SYC to anyone who does not meet criteria necessary for their buying, as set out hereunder and by the applicable law. In particular, the seller may refuse selling SYC to citizens of the United States of America, permanent residents of the United States of America and those users who do not meet any other criteria specified herein.

It is also forbidden to purchase SYC using funds came from illegal or unethical sources. And by buying SYC hereunder, the Purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Purchaser is not using any proceeds of criminal or illegal activity, and that no transaction involving SYC are being used to facilitate any criminal or illegal activity.

15. Taxation of SYC and Taxation Related to the Initial Sale

SynchroLife Limited makes no representations concerning the tax implications of the sale of SYC or the possession or use of SYC. The Purchaser bears the sole

responsibility to determine if the purchase of SYC with ETH or the potential appreciation or depreciation in the value of SYC over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing SYC, and to the extent permitted by law, the Purchaser agrees not to hold any of the SynchroLife Parties liable for any tax liability associated with or arising from the purchase or ownership of SYC or any other action or transaction related to SynchroLife.

16. Privacy

SynchroLife Limited may require that Purchasers provide an email address, however SynchroLife Limited will not publish any identifying information related to an SYC purchase, without the prior written consent of the Purchaser. Purchasers may be contacted by email by SynchroLife regarding a purchase. Such emails will be informational only. SynchroLife Limited will not request any information from Purchasers in an email.

17. Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING SYC AT THE PURCHASER'S SOLE RISK AND THAT SYC IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, NONE OF THE SYNCHROLIFE PARTIES WARRANT THAT THE PROCESS FOR PURCHASING SYC WILL BE UNINTERRUPTED OR ERROR-FREE.

18. Limitations Waiver of Liability

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, SYC OR SYNCHROLIFE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE SYNCHROLIFE PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, SYC. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT SYNCHROLIFE PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF

SYC, AND THAT THE RISK OF PURCHASING AND USING SYC RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER THE LAW OF THE APPLICABLE JURISDICTION AND OTHER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE SYNCHROLIFE PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO SYNCHROLIFE FOR THE PURCHASE OF SYC. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF SYNCHROLIFE LIMITED.

19. Dispute Resolution

The applicable law is the law of the Applicable Jurisdiction. Any dispute, controversy, difference or claim arising out of or relating to SYC, the development and execution of SynchroLife, the Crowdsale and the Sale Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

20. Force Majeure

SynchroLife Limited is not liable for failure to perform solely caused by unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions), or any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

21. Complete Agreement

- (a) These Terms set forth the entire understanding between each Purchaser and SynchroLife Limited with respect to the purchase and sale of SYC. For facts relating to the sale and purchase, the Purchaser agrees to rely only on

this document in determining purchase decisions and understands that these documents govern the sale of SYC and supersede any public statements about the initial sale made by third parties or by the SynchroLife Team or individuals associated with any SynchroLife Parties, past and present and during the initial sale.

(b) It is hereby agreed and declared as follows:-

- (i) Any person who is not a party to the Sale Agreement ("Non-Party"):-
 - (1) shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) ("Cap.623") to enforce any provision in the Sale Agreement; and
 - (2) shall enjoy no benefits, rights or remedies under Cap.623.
- (ii) One or more of the parties to the Sale Agreement may rescind or vary the Sale Agreement (in the manner provided in the Sale Agreement) without any Non-Party's consent (save and except for such Non-Party's consent, if any, which is expressly required and specified in the Sale Agreement). Section 6(1) of Cap.623 shall not apply to in the Sale Agreement.

22. Severability

The Purchaser and SynchroLife agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

23. No Waiver

The failure of SynchroLife to require or enforce strict performance by the Purchaser of any provision of these Terms or SynchroLife's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of SynchroLife's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by SynchroLife of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by SynchroLife shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by the Purchaser and a duly appointed officer, employee, or agent of SynchroLife.

24. Updates to the Terms and Conditions of the SYC Initial Sale

SynchroLife Limited reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the SYL Website including but not limited to :-

- 24.1. changes in how we accept payment from you for SYC;
- 24.2. changes in how any of the SYC are valued;
- 24.3. changes in the law of the Applicable Jurisdiction, if any regulatory authority requires us to make changes to these Terms or any aspects of the SynchroLife Sector or our business practices in terms of the law of the Applicable Jurisdiction or if we are otherwise advised by our legal advisors to revise these Terms; or
- 24.4. any other changes that may be required from time to time following changes to our business practices and further or required developments to the SynchroLife Sector.

Every time you order/ purchase/ trade/sell/distribute any SYC from us or any related third party, the Terms in force at that time will apply to such order/purchase/trade/sale/distribution. Any Purchaser will be deemed to have accepted such changes by purchasing SYC. The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and SynchroLife Limited. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase SYC.

25. Cooperation with Legal Authorities

SynchroLife Limited will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

26. Further Information

For further information regarding SynchroLife Limited and the Crowdsale, please refer to the SYL Website or contact info@synchrolife.org.

Last Updated: September 22, 2017