

Terms and Conditions

These Terms and Conditions constitute the User Agreement and Terms of Service (hereafter the “Terms & Conditions”) between Luminescence Management LLC dba Synesis One (referred to as “Synesis One,” “Quantum Noesis,” or the “Site”) and any person, customer, or entity (referred as the “User”) utilizing the website, Synesis One platform and any products, features and services including Quantum Noesis provided thereon (“Synesis One Games”). These Terms & Conditions do not create any agency, partnership, or joint venture between Synesis One and User. By signing up for an account through Synesis One or any associated websites, APIs, or mobile applications, the User has read and consents to the Terms & Conditions. The User also agrees to Synesis One’s Privacy Policy. These Terms & Conditions may be amended and updated from time to time at the sole discretion of Synesis One. Revised versions will be considered effective as of the date and time posted on the Synesis One Site.

1. SYNESIS ONE GAMES AND TOKEN REWARDS

Synesis One Games are games developed and/or published by Synesis One, and connected to the overall Synesis One ecosystem through its governance tokens SNS. The prerequisites for being eligible to participate in Synesis One Games may be a staking requirement of Kanon NFT or SNS tokens. Each User of any game on Kanon Exchange or the Site or any game contained on the Site or associated websites may be able to earn or receive the SNS tokens as reward. The SNS token is a governance token for the Synesis One ecosystem, and not a Security Token.

1.1. Token Rewards.

Synesis One may reward Users with SNS tokens. Synesis One will never take custody or control over any NFT or tokens stored in a User’s wallet (e.g. Phantom, Solflare). The Site does not store, send or receive any NFT or reward, but such transactions occur directly on the Solana Blockchain.

1.2. Token Reward Custody.

Users must use a compatible wallet provided by a third party company that safely connects to the Solana Blockchain in order to receive SNS token rewards. A User may be able to use his or her wallet to send and receive any NFT or SNS with other users of the Solana Blockchain. Synesis One does not offer any User the ability to exchange one form of currency for any other form of currency (fiat or digital). Synesis One is not a custodian, exchange or money transmitter.

1.3. Network Risk.

In the event of a fork, attack, downtime or shutdown of the Solana Blockchain, Synesis One may not be able to support the User’s activity related to any supported NFT or reward. The User agrees and understands that in any of the events listed above of the Solana Blockchain, any transaction associated with the Synesis One may not be completed, may be partially completed, incorrectly completed, or substantially delayed. Synesis One is not responsible for any loss

incurred by any User caused in whole or in part, directly or indirectly, by any event causing a loss of service of the Solana Blockchain.

1.4. User Wallets.

Synesis One does not receive or store a User's private keys, network addresses, or transaction history. Synesis One cannot assist any User with any issues with accessing his or her own third party provided wallet.

1.5. Network Fees.

Synesis One reserves the right to charge transaction fees, apart from the Solana network gas fees. Synesis One will neither advance nor fund any Blockchain Transaction Fee on any User's behalf, nor be responsible for any excess or insufficient fee calculation.

1.6. Taxes on reward conversion.

The User is responsible for any taxes that the User may incur when converting the SNS token rewards into fiat or other digital currency. The User will be liable to pay for any taxes, interest, penalties or fines which may arise from any mis-declaration made by the User.

2. USER OBLIGATIONS

2.1. Log-in Credentials.

The User represents and warrants that the User is responsible for the preservation of confidentiality of the User's wallet private key(s) and seed phrase(s)..

2.2. Blockchain Network Risk.

The User represents and warrants that the User accepts the risks of blockchain protocol and network, including instability, congestion, high transaction costs, network latency, information security, regulatory risk, and technological and operational error. The User understands these risks may result in delay or failure to process transactions and potentially high Blockchain Transaction Fees or Third Party Fees. The User represents and agrees that Synesis One is not responsible for any diminished performance of its Sites, related features, or capabilities resulting from blockchain network risk. In the event of a material increase or decrease to Blockchain Transaction Fees, Third Party Fees, or operational degradation, congestion, failure or other disruption of the blockchain network used by the User, Synesis One may, at its sole discretion and upon notice to the User, make any adjustments to the Synesis One Games.

2.3. Blockchain Modification Risk.

The User represents and warrants that the User is familiar with and accepts the risks associated with blockchain development and code changes. Blockchain technologies are still under development and may undergo significant changes over time. Blockchain contributors may make changes to features and specifications of the algorithm selected by the User. Such changes may include or result in the elimination or support for specific algorithms and applications.

2.4. Ownership Restrictions.

User acknowledges and agrees that Synesis One, any game developer, or third party contact provider (or, as applicable, any licensors) own all legal right, title and interest in and to all elements of their respective intellectual property rights therein. The visual interfaces, graphics (including, without limitation, all art and drawings associated with the), design, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, and all other elements of any content provided on the Site are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All such intellectual property are the property of its owners or licensors, and all trademarks, service marks, and trade names are proprietary to its owner or licensors. Except as expressly set forth herein, the use of the Synesis One Games or the Site does not grant User any ownership of or any other rights with respect to any content, code, data, or other materials that you may access on or through the Site.

2.5. Children.

USER AFFIRMS HE/SHE IS OVER THE AGE OF 13, AS THE SYNESIS ONE GAMES ARE NOT INTENDED FOR CHILDREN UNDER AGE 13. IF YOU ARE 13 OR OLDER BUT UNDER THE AGE OF 18, OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, THEN USER AGREES TO REVIEW THESE TERMS WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH USER AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THESE TERMS. USER AGREES TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THE TERMS FOR THE BENEFIT OF A CHILD OVER 13, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT CHILD’S USE OF THE SYNESIS ONE GAMES, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

2.6 Responsibility for Conduct.

User takes responsibility for all activities that occur under Synesis One Games and for its use of the Site, and User accepts all risks of any authorized or unauthorized access to the Site, to the maximum extent permitted by law. User represents and warrants that the User is familiar with and accepts the risks associated with digital Apps and private keys, including the risks described herein. User is solely responsible for its own conduct while accessing or using the Site or Synesis One Games, and for any consequences thereof. User agrees to use the Site and Synesis One Games for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, User may not, and may not allow any third party to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person (via the use of an email address or otherwise); (iv) upload, post, transmit or otherwise make available through the Site any content that infringes the intellectual proprietary rights of any party; (v) use the Site

to violate the legal rights (such as rights of privacy and publicity) of others; (vi) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vii) interfere with other users' enjoyment of the Site; (viii) exploit the Site for any unauthorized commercial purpose; (ix) modify, adapt, translate, or reverse engineer any portion of the Site; (x) remove any copyright, trademark or other proprietary rights notices contained in or on the Site; (xi) reformat or frame any portion of the Site or Synesis One Games; (xii) display any content on the Site and Synesis One Games that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights; (xiii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Site or the content posted on the Site, or to collect information about its users for any unauthorized purpose; (xiv) create user accounts by automated means or under false or fraudulent pretenses; (xv) trick, defraud, or mislead Synesis One or Users, with specific to an attempt to learn sensitive account information; (xvi) attempt to impersonate another User; (xvii) attempt to bypass any security measure of the Site; (xviii) copy or adapt the Site; or, (xviii) disparage, tarnish, or otherwise harm, in Synesis One's sole discretion, Synesis One and/or the Site.

2.7. Representations Made By User.

User acknowledges and agrees that the Synesis One Games, including but not limited to the SNS tokens and Kanon NFTs in the Synesis One ecosystem, ARE NOT being sold as an investment by or of Synesis One. THE USER UNDERSTANDS THAT ANY REPRESENTATIONS MADE BY THE USER AT ANY TIME THAT ANY OF THE SYNESIS ONE GAMES ARE AN INVESTMENT IN SYNESIS ONE (OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IN GENERAL) TO OTHERS IN A DIRECT ATTEMPT TO MARKET SYNESIS ONE GAMES IS A DIRECT BREACH OF THE TERMS & CONDITIONS. A determination of the same will be made at the sole discretion of Synesis One.

2.8. Play to Earn Mechanisms

If the User elects to engage in any play to earn mechanism (including, but not limited to, any mechanism that permits the User to play any games or use any Synesis One Games on the Site), the User will be responsible to pay any and all sales, use, value-added or other taxes, duties and assessments now or hereinafter claimed or imposed by any governmental authority. The User will reimburse Synesis One for all national, federal, state, local, or other taxes and assessments of any jurisdiction, including value-added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms. User is solely responsible for determining what, if any, taxes apply to User and play to earn mechanisms, and any other transactions conducted by the User. Synesis One does not act as a withholding tax agent in any circumstances. User further understands and acknowledges that Synesis One is not responsible, and User accepts sole responsibility for any and all missed SNS token rewards or

otherwise, regardless of the source of any error, fault or otherwise. Any and all play to earn mechanisms in place (including, but not limited to, the method, amounts or otherwise) are not permanent and may or may not be changed at the sole discretion of Synesis One at any time.

3. TERMINATION

3.1. General.

Synesis One may suspend or terminate the User's right to access or use Synesis One Games or the Site immediately and without notice if: (i) Synesis One determines the User's use of the Synesis One Games poses a security risk to Synesis One or any third party, could adversely impact Synesis One or any other Synesis One users, or could subject Synesis One, its affiliates, or any third party to liability, or could be fraudulent; (ii) the User is in breach of these Terms & Conditions; (iii) the User has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or (iv) for any other reason at Synesis One's discretion.

3.2. Effect of Suspension.

If Synesis One suspends the User's right to access or use any portion or all of the Synesis One Games, the User shall remain responsible for all fees and charges the User incurs during the period of suspension, including any Maintenance Fees and Blockchain Transaction Fees; and the User may be in violation of the User's hosting agreement or the blockchain protocols, which may prevent or limit the User's entitlement or access to any results or rewards that may have occurred during the User's suspension of the Synesis One Games. User agrees to pay any fee charged by Synesis One to reconnect the Synesis One Games.

3.3. Effect of Termination.

If Synesis One terminates the User's right to access or use any portion or all of the Synesis One Games, then all of the User's rights under these Terms & Conditions immediately terminate and the User shall remain responsible for all fees owed to Synesis One incurred through the termination date.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that: (i) it has full power and authority to enter into these Terms & Conditions; and (ii) it will comply with all laws and regulations applicable to its provision or use of Synesis One Games.

5. DISCLOSURES & RISKS

5.1. Notification.

Synesis One notifies each User of certain disclosures and risks associated with blockchain NFT and digital rewards and their associated technology and protocols. SNS tokens and Kanon NFTs, or any other Synesis One Games related digital items are not an investment product, and no action, notice, communication by any means, or omission by Synesis One shall be

understood or interpreted as such. Synesis One has no influence whatsoever on the Solana Blockchain, the transactions and consensus protocols. Ownership of a Kanon NFT or SNS tokens does not represent or constitute any ownership right or stake, share or security, debt or equivalent right, or any right to receive any future revenue or form of participation in or relating to any blockchain or digital reward.

5.2. Digital Rewards.

Digital rewards are not considered legal tender, are not issued or backed by any government, and have fewer regulatory protections than traditional currency. Moreover, digital rewards are not insured against theft or loss by any insurance corporation or any investor protection, including the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

5.3. Market Risk.

The value of NFTs and digital rewards are derived from supply and demand in the global marketplace, which can rise or fall independent of any government currency. Holding NFTs and digital rewards carries exchange rate and other types of risk. The value of NFTs and digital rewards may be derived from the continued willingness of market participants to exchange traditional government currency for digital rewards, which may result in the potential for permanent and total loss of value of a particular digital reward should the market disappear. The volatility and unpredictability of the price and value of NFTs and digital rewards, relative to government currency, may result in significant loss over a short period of time. Synesis One cannot guarantee or warrant the value of any NFT, digital reward or blockchain, including the Solana Blockchain and SNS tokens, and explicitly warns the User that there is no reason to believe that any NFT or blockchain rewards will increase in value, and that they may hold no value, decrease in value, or entirely lose value.

5.4. Regulatory Risk.

Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual NFTs and blockchain rewards. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact the Synesis One ecosystem in various ways, including, for example, through a determination that any of the above are regulated financial instruments that require registration. Synesis One may cease any distribution of any of the above, the development of the Synesis One Games or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so. The industry in which Synesis One operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental, quasi-governmental, regulatory or other similar types of (including banking) authorities will not examine the operations of Synesis One and/or pursue enforcement actions

against Synesis One. Such governmental activities may or may not be the result of targeting Synesis One in particular. All of this may subject Synesis One to judgments, settlements, fines or penalties, or cause Synesis One to restructure its operations and activities or to cease offering certain products or services, all of which could harm Synesis One's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Synesis One ecosystem.

5.5. Technology Risk.

NFT and digital reward transactions may be irreversible and losses due to fraudulent or accidental transactions may not be recoverable. Some virtual transactions are deemed to be made when recorded on a public ledger, which may not necessarily be the date or time the user initiated the transaction. The nature of such virtual transactions may lead to an increased risk of fraud or cyber-attacks.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE TERMS & CONDITIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SYNESIS ONE, ITS AFFILIATES, AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. SYNESIS ONE, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION, FAILURE TO STORE, OR ANY LOSS OF ANY USER DATA, INCLUDING BLOCKCHAIN DATA, NFT AND DIGITAL REWARDS DERIVED, MAINTAINED, OR TRANSMITTED THROUGH USE OF SYNESIS ONE GAMES. THE USER IS SOLELY RESPONSIBLE FOR SECURING ITS CUSTOMER DATA AND DIGITAL REWARDS. NEITHER SYNESIS ONE, ITS AFFILIATES, NOR ITS SUPPLIERS, WARRANTS THAT THE OPERATION OF SYNESIS ONE GAMES WILL BE ERROR-FREE OR UNINTERRUPTED. SYNESIS ONE, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSSES OR OPPORTUNITY COSTS RESULTING FROM BLOCKCHAIN NETWORK AND PROTOCOL OR THIRD-PARTY SOFTWARE ISSUES, WHICH MAY IN TURN RESULT IN THE INABILITY TO PROCESS TRANSACTIONS ON ANY BLOCKCHAIN AT ALL OR WITHOUT INCURRING SUBSTANTIAL FEES.

7. LIMITATION OF LIABILITY

7.1. Limitation of Indirect Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SYNESIS ONE AND THE USER SHALL NOT BE LIABLE UNDER THESE TERMS & CONDITIONS FOR LOST REVENUES, OPPORTUNITY COSTS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF SYNESIS ONE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO VIOLATIONS OF SYNESIS ONE'S INTELLECTUAL PROPERTY RIGHTS, INDEMNIFICATION OBLIGATIONS, OR THE USER'S PAYMENT OBLIGATIONS.

7.2. Limitation of Amount of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SYNESIS ONE NOR ITS AFFILIATES OR SUPPLIERS, MAY BE HELD LIABLE UNDER THESE TERMS & CONDITIONS FOR MORE THAN THE AMOUNT PAID BY THE USER TO SYNESIS ONE UNDER THESE TERMS & CONDITIONS FOR THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, MINUS ANY REWARDS GENERATED OR RECEIVED BY THE USER AS A RESULT OF THE USE OF SYNESIS ONE GAMES.

8. INDEMNIFICATION

Unless prohibited by applicable law, the User will defend and indemnify Synesis One and its Affiliates against any settlement amounts approved by the User and damages and costs finally awarded against the User and its affiliates by a court of competent jurisdiction in any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding) to the extent arising from the User's use of Synesis One Games.

9. MISCELLANEOUS.

9.1. Assignment.

The User will not assign or otherwise transfer the User's rights and obligations under these Terms & Conditions, without the prior written consent of Synesis One, which may be unreasonably withheld. Any assignment or transfer in violation of this section will be void. At any time and without the need for User's consent, Synesis One may assign any obligation, right and these Terms & Conditions. Subject to the foregoing, these Terms & Conditions will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns. The User may not merge these Terms & Conditions with any other agreements with which Synesis One may be a party.

9.2. Disputes.

Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be the Cayman Islands. The language to be used in the arbitral proceedings shall be English.

CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. USER ACKNOWLEDGES THAT, BY AGREEING TO THESE TERMS, EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

9.3. Entire Agreement.

These Terms & Conditions sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into these Terms & Conditions, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in these Terms & Conditions. The terms may be updated on Synesis One sites.

9.4. Force Majeure.

Synesis One and its affiliates will not be liable for any failure or delay in performance of obligation under these Terms & Conditions where the failures or delay results from any cause beyond reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. Force Majeure events include, but are not limited to, upgrades to the validation rules of a given blockchain (e.g., a “hard fork” or “soft fork”).

9.5. Governing Law.

These Terms & Conditions are governed by English law, except that there may be certain mandatory applicable laws of your country or region that apply for your benefit and protection in addition to or instead of certain provisions of English law.

9.6. Language.

All communications and notices made or given pursuant to these Terms & Conditions must be in the English language. If we provide a translation of the English language version of these Terms & Conditions, the English language version will control if there is any conflict.

9.7. Notices to the User and Synesis One.

Synesis One may provide any notice to the User under these Terms & Conditions by: (i) posting a notice on Synesis One Site; or (ii) sending a message to the email address associated with the User’s account. Notices provided on Synesis One Site will be effective upon posting and notices provided by email will be effective when the email is sent. It is the User’s responsibility to keep the User’s email address current. To give Synesis One notice under these Terms & Conditions, the User must contact hello@synesis.one. Synesis One may update the address for notices by posting on the Synesis One Site.

9.8. Severability.

If any portion of these Terms & Conditions is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.