C1 Synergy Index: Terms and Conditions

1) AGREEMENT. These Terms and Conditions (the "Website Terms and Conditions") govern your use of the website ("Website") and your receipt of any services, data, information made available through the Website (collectively, "Services"). Please read these Website Terms and Conditions carefully. By accessing the Website or using the Services, you are acknowledging that you have read and understood these Website Terms and Conditions and agree, without limitation or qualification, to be legally bound by, and to comply with them. If you do not agree with some or all of these Website Terms and Conditions, you are not authorized to visit the Website.

Some of the Services available from us or from third parties through the Website may be governed by additional agreements. In addition, if you register as a user of any of the features of our Website or Services offered through our Website, during the registration process you may be prompted to click an "I Accept," "Submit" or similar button. Your clicking on such button will further confirm your agreement to be legally bound by these Website Terms and Conditions and any additional terms and conditions of service that we may present to you at that time. To the extent that there is any conflict between these Website Terms and

Conditions and any separate written agreement you have executed or otherwise entered into with us regarding any Services (including, but not limited to, Services or information that may be available through the Website), the terms of such separate agreement shall control.

Please review our Privacy Policy, which also governs your use of the Website and the Services.

C1 Synergy Index is the marketing name for Eternal Empire Asia Limited (Eternal Empire) and its authorized entities and affiliates globally.

- 2) FORWARD LOOKING STATEMENTS. The Website may contain forward-looking statements. Forward-looking statements include all statements that are not historical statements and include our statements discussing our goals, beliefs, strategies, objectives, plans, and expectations for our company, our business. These forward-looking statements are subject to known and unknown risks, uncertainties, assumptions and other factors that may cause actual results to be materially different from those contemplated by the forward-looking statements.
- 3) DISCLAIMER REGARDING CONTENT. C1 Synergy Index makes no respresenation, warranty or guarantee what so ever that any of the information available through the Services or

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6) OUR DATA PROVIDERS'

REQUIREMENTS. These Website Terms and Conditions are subject to all requirements of Eternal Empire's Data Providers under Eternal Empire's agreements with such Data Providers, including such additional financial and contractual requirements as may be imposed by such Data Providers from time to time.

7) DISCLAIMER REGARDING LINKS AND PARTY OTHER THIRD CONTENT. The Website and Services may provide you with the ability to access a variety of information, material or other content from third parties ("Third Party Content"), including through links to websites and/or forums on which users or other third parties may post Third Party Content. Whenever you access Third Party Content, YOU PROCEED AT YOUR OWN RISK. You understand and agree that such third parties are solely liable for all Third Party Content. You further acknowledge that Eternal Empire does not necessarily (and is not obligated to) review or screen any Third Party Content, either before or after it becomes available through the Website and/or Services, and cannot and does not guarantee, attest to, represent verify or otherwise warrant that any Third Party Content is or will be accurate, free from errors, defects or harmful elements, consistent with what it purports to be, appropriate to fit your needs or otherwise safe or non-objectionable.

You agree that Eternal Empire shall not be held liable for any trading activities or other activities that occur on any website you access through links on the Website. We provide these links as a convenience, and do not endorse the content or services offered by these other sites.

You agree that Eternal Empire is not, and shall not be, liable for any material on the Website that you may find objectionable.

- 8) NO DUTY TO **MONITOR** THE WEBSITE. You understand and agree that Eternal Empire has the right, but not the obligation, to monitor the Website, and to remove content, including content you submit, from the Website for any reason. You further understand and agree that Eternal Empire has the right, but not the obligation, to review content before it is posted to the Website, and to refuse to allow content to be posted for any reason. Any and all decisions on whether or not to retain, disseminate, or remove content posted by users shall be made by Eternal Empire in its sole discretion.
- 9) USER CODE OF CONDUCT. The Website may permit you to contribute content, including by posting messages to forums, sharing files and communicating with other users. You may use the Website for lawful purposes only. You agree not to post, upload, e-mail, transmit, distribute, or

otherwise make available through the Website any data, text, images, files, links, software, communications, or other material ("Content") that:

- a) Eternal Empire considers in its sole discretion to violate any applicable laws, including without limitation the laws of Hong Kong, and the laws of any other jurisdiction that may apply;
- b) restricts or inhibits any other user from using and enjoying the Website;
- c) is unlawful, threatening, abusive, harassing, defamatory, obscene, offensive, harmful, obnoxious, pornographic, profane, or indecent, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation;
- d) contains viruses, worms, Trojan horses, harmful code, or any other element or component that has a capacity or potential to interrupt, destroy, interfere with, permit the unauthorized use of, or limit the functionality of any computer software or hardware, any telecommunications equipment, or any communications network;
- e) violates or infringes the rights of others, including without limitation rights under copyright, trademark, or patent law; rights of privacy or publicity; rights under defamation law; or rights under securities or other applicable law; or f) contains any other harmful or illegal component.

You further agree that you will not:

- i) alter, damage or delete any material appearing on the Website;
- ii) disrupt the normal flow of communication on the Website, such as through "spam" email or by other means;
- iii) impersonate or claim a relationship with or speak for any business, organization, or person for which you are not authorized to claim such a relationship;
- iv) sell or promote any product or service, promote, solicit, or partake in any multi-level marketing or pyramid scheme, or post or transmit any unsolicited, advertising, or promotional materials, including solicitations for credit card numbers or sponsors; or
- v) violate any operating rule, policy or guideline of your Internet access provider or online service.

You acknowledge and agree that these prohibitions do not, and shall not be construed to, create any rights in you or any third parties. We reserve the right (but do not have any obligation) to prohibit or restrict conduct on the Website and to edit, block, or remove any content, in whole or in part, which in our sole discretion we believe violates our Subscriber Code of Conduct, or is otherwise objectionable.

If you believe that material has been posted that violates any of these prohibitions, or that should otherwise be removed, please contact Eternal Empire as follows:

e-mail: eternalempire@gmail.com

You acknowledge and agree that we may terminate your access to the Website and the Services should you fail to comply with the Website Terms and Conditions, including the User Code of Conduct. Any such termination shall be in our sole discretion and may occur without notice. Eternal Empire reserves the right to terminate any user's access to the Website or the Services for any conduct or activity that Eternal Empire, in its sole discretion, believes is or may be directly or indirectly harmful to other users or to Eternal Empire, or for any conduct or activity that violates any local, state, federal or foreign laws or regulations. Eternal Empire further reserves the right to terminate any user's access to the Website or Services for any reason or for no reason at all, in Eternal Empire's sole discretion, without notice.

- **10) NO CREATION OF THIRD-PARTY RIGHTS.** Except as otherwise expressly set forth herein, nothing in these Terms and Conditions shall be construed to create any rights or obligations in, or otherwise on behalf of any third parties.
- 11) SHARED FILES; INFORMATION YOU DOWNLOAD. Eternal Empire makes no representaion, guarantee or warranty that

information that may be available for downloading through the Website or Services will be free from infection, viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy and security of data input and output, and for maintaining a means external to Eternal Empire for the reconstruction of any lost information.

- 12) MATERIALS YOU POST; YOUR LICENSE TO OTHER USERS. By posting or transmitting, inputting or uploading information or content ("User Content") to the Website, you warrant that such User Content does not violate or infringe the rights of any third parties. In addition, you automatically grant Eternal Empire and its affiliates and Website users under your intellectual property rights, a royalty-free, perpetual, non-exclusive, worldwide license (with the right to grant sublicenses) to use, copy, modify, distribute, publicly display, perform, and otherwise exploit such Content, without compensation to you.
- 13) DISCLAIMER REGARDING INVESTMENT DECISIONS AND TRADING. Decisions to buy, sell, hold or trade in derivatives and other investments involve risk and are best made based on the advice of qualified financial professionals. Any trading in derivatives or other investments

involves a risk of substantial losses. The practice of "day trading" involves particularly high risks and can cause you to lose substantial sums of money. Before undertaking any trading program, you should consult a qualified financial professional. Please consider carefully whether such trading is suitable for you in light of your financial condition and ability to bear financial risks. Under no circumstances shall Eternal Empire and affiliates and or any of the Data Providers be liable or responsible for any loss or damage you or anyone else incurs as a result of any trading or investment activity that you or anyone else engages in based on any information or material you receive through the Website or our Services.

14) NO ADVICE OR SOLICITATION. ACKNOWLEDGE AND AGREE THAT THE WEBSITE AND **SERVICES** ARE NOT INTENDED TO SUPPLY FINANCIAL, LEGAL OR OTHER PROFESSIONAL ADVICE. **SHOULD CONSULT** YOU WITH **ADVISORS** AND LEGAL COUNSEL ANY SPECIFIC REGARDING SITUATION. **ETERNAL** EMPIRE, ITS **AFFILIATES** THEIR RESPECTIVE DATA PROVIDERS OFFER NO ADVICE REGARDING THE PURCHASE, SALE, HOLDING, OR SUITABILITY OF ANY SECURITY, **PARTICULAR** TRANSACTION, INVESTMENT OR INVESTMENT STRATEGY. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE WEBSITE AND SERVICES, AND ANY DECISIONS MADE IN RELIANCE UPON THE WEBSITE AND/OR SERVICES, ARE MADE AT YOUR OWN RISK.

- product demonstrations ("demos") that may be available via the Website from time to time may only be used during the time periods for which they are offered. All demos must be used in accordance with any accompanying instructions and may not be used for any reason other than their intended purpose.
- 16) ACCESS AND SECURITY. If you elect to register for any of the Services or other offerings that may be available via the Website from time to time, you agree: (a) to provide true, accurate, current and complete information about yourself as prompted by the applicable registration form (such information constituting the "Registration Data"); and (b) to maintain and promptly update the Registration Data to keep it accurate. If you provide any information that is untrue, inaccurate or incomplete, or Eternal Empire has reason to suspect that you have done so, Eternal Empire may suspend or terminate your account and refuse any and all current or future use of the Website or any portion thereof. You agree to keep confidential any access codes, login IDs, account numbers, and customer code numbers that you may receive for

your access to and use of the Services. You accept responsibility for all time used and all activity that occurs through or under your access codes, customer numbers and/or account numbers. You agree to notify Eternal Empire immediately if you become aware of any loss, theft or unauthorized use of your access codes and/or account numbers.

17) DISCLAIMER OF WARRANTIES. You agree that neither Eternal Empire, its affiliates, officers, directors, employees, agents or representatives, nor any of the Data Providers nor any officer, director, employee, agent, affiliate or representative thereof shall have any liability, contingent or otherwise, for any lack of truthfulness, accuracy or timeliness of the Website or Services; for any lack of truthfulness, accuracy, timeliness, completeness sequencing of the information made available through the Website or Services; for any decision made or action taken by you or anyone else in reliance upon such information or the Website or Services; or for any harm or injury resulting from any interruption or delay of any data, information or any other aspect of the Website or Services; or for any harm or injury resulting from any unsafe, illegal, defective or otherwise inappropriate or objectionable aspect of any information made available through the Website or Services.

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PERMITTED BY APPLICABLE LAW, THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE WEBSITE, THE SERVICES OR ANY ASPECT OF THE INFORMATION MADE AVAILABLE VIA THE WEBSITE OR SERVICES. YOU RECOGNIZE THAT THE ACCURACY OF ANY SUCH INFORMATION SHOULD BE CHECKED BEFORE YOU RELY ON IT.

YOU ACKNOWLEDGE THAT DOCUMENTS POSTED ON AND CONTENT AVAILABLE AT THE WEBSITE MAY CONTAIN COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS. SHOULD YOU DOWNLOAD ANY SUCH MATERIALS FROM THE WEBSITE, IT IS YOUR RESPONSIBILITY TO PERFORM ANY ANTI-VIRUS SCANNING OR OTHER PRECAUTIONS AS YOU DEEM NECESSARY. UNDER CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY MATERIALS DOWNLOADED FROM THE YOU WEBSITE AND **ASSUME** RESPONSIBILITY **FOR** ALI. COSTS WITH **NECESSARY** ASSOCIATED ALL **REPAIRS OF** SERVICING OR ANY EQUIPMENT OR DATA YOU USE IN CONNECTION WITH THE WEBSITE.

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Eternal Empire, its affiliates or the Data Providers shall be liable for any loss resulting from a cause over which such entities do not have direct control, including, but not limited to, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, your errors, or events of force majeure.

18) LIMITATION OF LIABILITY IN NO EV

WILL ETERNAL EMPIRE OR ITS AFFILIATES OR THE DATA PROVIDERS BE LIABLE TO YOU, YOUR CUSTOMERS OR ANY OTHER DIRECT, INDIRECT, PARTY ANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING LIMITED TO, LOSS IN TRADING LOSSES OR DAMAGES RESULT FROM INCONVENIENCE OR DELAY), OR CLAIMS ARISING IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), EVEN IF ETERNAL EMPIRE, ITS AFFILIATES OR THE DATA PROVIDERS HAVE BEEN ADVISED OF ARE OTHERWISE **AWARE** OF POSSIBILITY OF ANY OF THE FOREGOING. WITHOUT LIMITING THE FOREGOING, IN **EVENT** SHALL ETERNAL **EMPIRE'S** LIABILITY TO YOU TOTAL **FOR** ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED NEGLIGENCE) OR OTHERWISE, EXCEED THE

AMOUNT PAID BY YOU, IF ANY FOR ACCESS TO THE WEBSITE OR THE SERVICES.

- 20) INDEMNIFICATION. You agree to indemnify and hold harmless Eternal Empire, its affiliates, the Data Providers and their respective employees, directors, agents officers, representatives, from and against any and all claims, including, but not limited to, any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and reasonable attorney's fees, of every kind and nature, arising from or relating to your use of the Website or the Service or the information made available through the Website or the Services and/or your violation of these Website Terms and Conditions or any third party's rights, including, but not limited to, copyright, proprietary rights, and rights under defamation law.
- 21) WAIVER OF RIGHT TO SUE. You release Eternal Empire, its Affiliates and their respective officers, directors, employees and agents, from all damages claims, demands and (actual consequential) of every kind and nature, known suspected unknown, unsuspected, and and disclosed and undisclosed, arising out of or in any way connected with any dispute with any user of any of the Website or Services, or arising in any way from content posted to any of the Website by any third party.

- 22) MODIFICATION AND TERMINATION OF WEBSITE: MODIFICATION OF WEBSITE TERMS AND CONDITIONS. Notwithstanding any provision in these Website Terms Conditions, Eternal Empire reserves the right, in its sole discretion, at any time and from time to time, and without notice, to change, amend, or modify and/or to terminate, restrict access, or cease publishing: (a) the Website; (b) any particular information made available via the Website; or (c) these Website Terms and Conditions. Your use of our Website following any such change constitutes your agreement to follow and be bound by the Website Terms and Conditions, as amended.
- **23) DATA PROVIDERS ENFORCEMENT RIGHT.** Data Providers may enforce these Website Terms and Conditions against you by legal proceedings or other appropriate means.
- 24) FORCE MAJEURE. In addition to applicable disclaimers identified above Eternal Empire's performance under these Website Terms and Conditions shall be excused in the event of interruption and/or delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, earthquake, explosion, acts of terrorism, power failures, equipment failure, industrial or labor dispute, acts of third party information providers, third party software errors

or failures or communications interruptions or failures.

25) MISCELLANEOUS.

- a) Entire Agreement. These Website Terms and Conditions and our Privacy Policy embody the entire understanding of the parties with respect to the Website and supersede any and all prior representations and agreements, if any, oral or written, with respect to the Website.
- b) Severability; No Waiver. Should any provision of these Website Terms and Conditions be held to be void, invalid, unenforceable or illegal by a court of competent jurisdiction, such provision shall be valid and enforceable to the extent permitted by applicable law, and the validity and enforceability of the remaining provisions shall not be affected thereby. Failure of any party to enforce any provision of these Website Terms and Conditions on any occasion shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision on a subsequent occasion.
- c) Choice of Law; Choice of Forum. These Website Terms and Conditions and the Privacy Policy shall be interpreted in accordance with the laws of Hong Kong, without reference to conflicts of law provisions. You expressly consent and agree that any claims arising under or related in any way to

these Website Terms and Conditions, the Privacy Policy, the Website or the Services shall be brought only in the courts located in the Hong Kong and therefore you consent to the jurisdiction and venue of those courts.

- d) Assignment. These Website Terms and Conditions shall not be assignable by you, either in whole or in part. Eternal Empire reserves the right to assign its rights and obligations under these Website Terms and Conditions.
- e) Survival. Sections 2, 3, 4, 6, 7, 10-12, 14, 15, 18-21 and 23-25 shall survive the termination of these Website Terms and Conditions and shall apply indefinitely.