

# SyntheticFi, LLC Terms of Service

**Last Updated: May 28, 2024**

If you signed a separate Cover Page to access the Product with the same account, and that agreement has not ended, the terms below do not apply to you. Instead, your separate Cover Page applies to your use of the Product.

This Agreement is between SyntheticFi, LLC and the company or person accessing or using the Product. This Agreement consists of: (1) the Order Form and (2) the Key Terms, both of which are on the Cover Page below, and (3) the Common Paper [Cloud Service Agreement Standard Terms Version 1.1](#) ("Standard Terms"). Any modifications to the Standard Terms made in the Cover Page will control over conflicts with the Standard Terms. Capitalized words have the meanings or descriptions given in the Cover Page or the Standard Terms.

If you are accessing or using the Product on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company. By signing up, accessing, or using the Product, Customer indicates its acceptance of this Agreement and agrees to be bound by the terms and conditions of this Agreement.

## Cover Page

### *Order Form*

**Cloud Service:** SyntheticFi provides general education and personalized investment advice about box spread options as an investment strategy to reduce margin expenses.

**Subscription Start Date:** The Effective Date

**Subscription Period:** 1 month(s)

**Non-Renewal Notice Period:** At least 30 days before the end of the current Subscription Period.

### **Cloud Service Fees:**

SyntheticFi charges a spread (currently 0.2%, on an annual basis) on the amount that you borrow via SyntheticFi as our advisory fee. The rate we advertise on this website is inclusive of the advisory fee. This fee is billed monthly. For example, if you borrow \$100,000 for 1 year via SyntheticFi, we charge  $\$100,000 \times 0.2\% = \$200$  that year. If you don't borrow anything, we don't charge any fees. Refer to the exact advisory agreement for your specific fee structure.

**Payment Period:** 5 day(s) from the last day of the Subscription Period

**Invoice Period:** Monthly

### *Key Terms*

**Customer:** The company or person who accesses or uses the Product. If the person accepting this Agreement is doing so on behalf of a company, all use of the word "Customer" in the Agreement will mean that company.

**Provider:** SyntheticFi, LLC

**Effective Date:** The date Customer first accepts this Agreement.

### **Covered Claims:**

**Provider Covered Claims:** Any action, proceeding, or claim that the Cloud Service, when used by Customer according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights.

**Customer Covered Claims:** Any action, proceeding, or claim that (1) the Customer Content, when used according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights; or (2) results from Customer's breach or alleged breach of Section 2.1 (Restrictions on Customer).

### **General Cap Amount:**

The fees paid or payable by Customer to provider in the 12 month period immediately before the claim

**Governing Law:** The laws of the State of Delaware

**Chosen Courts:** The state or federal courts located in Delaware

**Notice Address:**

For Provider: [support@syntheticfi.com](mailto:support@syntheticfi.com)

For Customer: The main email address on Customer's account