

TERMS OF SERVICE

SIA Synchron - shookout.com

Effective Date: 07.04.2026

Last Updated: 07.04.2026

1. ACCEPTANCE AND SCOPE

1.1 Agreement Formation

These Terms of Service ("**Terms**") constitute a legally binding agreement between you ("**User**," "**you**," or "**your**") and SIA Synchron, a limited liability company incorporated and registered under the laws of the Republic of Latvia, registration number **40203436468**, registered address Unijas iela 74A - 45, Riga, Latvia ("**Company**," "**we**," "**us**," or "**our**"), governing your access to and use of the shookout.com digital goods marketplace platform and all related services (collectively, the "**Platform**").

1.2 Acceptance

By accessing, browsing, registering on, or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, our [Privacy Policy](#), and, where applicable, the [Seller Agreement](#), each of which is incorporated herein by reference. If you do not agree to these Terms, you must immediately cease all access to and use of the Platform.

1.3 Hierarchy of Documents

These Terms are supplemented by the following documents, which form part of the contractual framework between you and Company:

- [Privacy Policy](#): governs the collection, use, and protection of personal data;
- [Seller Agreement](#): sets forth additional obligations applicable to Sellers;
- [Refund Policy](#): sets forth the terms governing refunds and cancellations.

In the event of conflict between these Terms and the Seller Agreement, the Seller Agreement shall prevail with respect to Seller-specific obligations. In the event of conflict between these Terms and the Refund Policy, the Refund Policy shall prevail with respect to refund-related matters.

1.4 Capacity and Authority

You represent and warrant that: (a) you are at least 18 years of age or the age of majority in your jurisdiction, whichever is greater; (b) you have the legal capacity and authority to enter into these Terms; (c) if acting on behalf of a legal entity, you are duly authorised to bind that entity; (d) your use of the Platform will not violate any applicable law or regulation; and (e) all information you provide is accurate, current, and complete.

1.5 Modifications

Company may modify these Terms at any time by posting updated terms on the Platform and providing at least thirty (30) days' prior notice via email to registered Users or a prominent notice on the Platform. For Users located in the European Union ("**EU**"), material modifications shall not take effect earlier than fifteen (15) days after notification. Your continued use of the Platform after the effective date of any modification constitutes acceptance. If you do not agree with any modification, you must cease using the Platform and terminate your account.

2. PLATFORM OVERVIEW AND USER CATEGORIES

2.1 Platform Description

The Platform operates as a digital goods marketplace connecting content creators and sellers ("**Sellers**") with purchasers ("**Buyers**") for the licensing, sale, and distribution of digital goods, including but not limited to software, digital art, templates, plugins, themes, AI-generated content, and other digital content ("**Digital Goods**"). Company acts as an intermediary platform provider and is not a party to transactions between Buyers and Sellers unless expressly stated otherwise.

2.2 User Categories

- **Buyers:** Users who browse, purchase, or license Digital Goods through the Platform.
- **Sellers:** Users who list, offer, sell, or license Digital Goods through the Platform, subject to the [Seller Agreement](#).
- **General Users:** All Users accessing the Platform for any purpose.

2.3 Platform Role

Company provides the technical infrastructure for transactions between Buyers and Sellers. Company does not own, create, sell, or resell any Digital Goods listed by Sellers. Company is not a party to, and assumes no liability arising from, the contractual relationship between Buyers and Sellers, except as expressly provided herein or as required by applicable law.

3. INTELLECTUAL PROPERTY AND CONTENT RESPONSIBILITY

3.1 Seller IP Warranties and Indemnification

Each Seller represents, warrants, and covenants that: (a) they own or have obtained all necessary rights, licences, and permissions for all Digital Goods they offer; (b) their Digital Goods do not infringe, violate, or misappropriate any third-party intellectual property rights, including copyright, trademark, patent, trade secret, or rights of publicity; (c) they have the authority to grant the licences specified in their listings; (d) all Digital Goods comply with applicable laws and regulations in all jurisdictions where offered; and (e) for AI-generated content, they have ensured compliance with all applicable training data licensing requirements and intellectual property obligations, including under the EU Copyright Directive (Directive 2019/790).

Sellers agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or relating to their Digital Goods, including but not limited to intellectual property infringement claims, AI training data violations, regulatory compliance failures, and consumer complaints.

3.2 Platform IP Rights

Company retains all right, title, and interest in and to the Platform, including all software, technology, trademarks, service marks, trade names, logos, visual design, and other proprietary content. The [shookout.com](#) domain and all associated branding remain the exclusive property of Company or its licensors and are protected by applicable intellectual property laws. Nothing in these Terms grants you any right, title, or interest in the Platform's intellectual property.

3.3 User-Generated Content

Users may submit reviews, comments, ratings, and other content ("**User Content**"). By submitting User Content, you grant Company a worldwide, royalty-free, non-exclusive, sublicensable, transferable licence to use, reproduce, modify, adapt, publish, translate, and display such content in connection with Platform operations, marketing, and improvement. You retain ownership of your User Content and may request its removal at any time, subject to reasonable processing timelines.

and any legal retention obligations. You represent that your User Content does not violate any third-party rights or applicable laws.

4. AI-GENERATED CONTENT GOVERNANCE

4.1 AI Content Ownership and Responsibility

Sellers offering AI-generated Digital Goods represent and warrant that: (a) they have complied with all applicable laws regarding AI-generated content ownership and disclosure, including Regulation (EU) 2024/1689 (the "EU AI Act") where applicable; (b) any training data used in AI generation was lawfully obtained and licensed, and does not infringe third-party copyrights or data protection rights; (c) they have disclosed the AI-generated nature of content where required by law or Platform policy; (d) they assume full responsibility for the originality and non-infringement of AI-generated outputs; and (e) they have complied with any applicable opt-out mechanisms under Article 4 of the EU Copyright Directive (Directive 2019/790) with respect to text and data mining.

4.2 AI Content Labelling Requirements

Sellers must clearly and prominently label Digital Goods that are substantially AI-generated, including: (a) prominent disclosure in product descriptions using Platform-designated labels; (b) appropriate categorisation and tagging in accordance with Platform guidelines; (c) compliance with jurisdiction-specific AI disclosure requirements, including the transparency obligations set forth in Article 50 of the EU AI Act (applicable from 2 August 2026); (d) clear indication of any human creative input or modification; and (e) machine-readable metadata or watermarking where technically feasible and required by law.

Failure to comply with AI content labelling requirements may result in content removal, account suspension, or termination.

4.3 AI Training Data Compliance

Sellers warrant that any AI systems used to create Digital Goods: (a) were trained on lawfully obtained datasets; (b) do not reproduce copyrighted material without authorisation; (c) comply with applicable data protection and privacy laws, including the GDPR; (d) meet all regulatory requirements for AI system deployment in their jurisdiction and in the EU; and (e) do not produce outputs that constitute prohibited AI practices under Chapter II of the EU AI Act.

4.4 Company's Right to Audit

Company reserves the right to request documentation or evidence of compliance with the requirements set forth in this Section 4. Failure to provide reasonably requested documentation within fourteen (14) days may result in content removal or account suspension.

5. DIGITAL GOODS LICENSING AND REFUNDS

5.1 Licence Grant

All purchases of Digital Goods grant Buyers a limited, non-exclusive, non-transferable, non-assignable, personal licence to use the Digital Goods in accordance with the specific licence terms provided by the Seller. No ownership rights in the intellectual property of Digital Goods are transferred unless explicitly stated in the applicable licence. Licence terms specified by individual Sellers may expand or further restrict the rights granted herein, provided such terms do not conflict with these Terms or applicable law.

5.2 Licence Restrictions

Unless otherwise specified in the applicable licence, Buyers may not: (a) redistribute, resell, sublicense, or make available Digital Goods to third parties; (b) reverse engineer, decompile, disassemble, or create derivative works from Digital Goods, except where permitted by applicable

law; (c) remove, alter, or obscure copyright notices, attribution, or proprietary markings; (d) use Digital Goods for purposes beyond the scope of the licence; or (e) use Digital Goods in any manner that violates applicable law.

5.3 Refunds

Refunds for Digital Goods are governed by our [Refund Policy](#). By purchasing Digital Goods, you acknowledge the nature of digital content and the applicable terms for refund eligibility as set forth in the [Refund Policy](#). Nothing in these Terms or the Refund Policy limits any mandatory rights you may have under applicable consumer protection laws, including (for EU consumers) the right of withdrawal under Directive 2011/83/EU, subject to the exceptions set forth in Article 16 thereof.

5.4 EU Right of Withdrawal

For Users located in the EU who qualify as consumers under applicable law: (a) you have the right to withdraw from a purchase within fourteen (14) days without giving any reason, unless an exception under Article 16 of Directive 2011/83/EU applies; (b) by consenting to the immediate performance of a contract for the supply of digital content not supplied on a tangible medium, and acknowledging that you thereby lose your right of withdrawal, you waive your right of withdrawal in accordance with Article 16(m) of Directive 2011/83/EU; (c) such consent and acknowledgement will be clearly presented prior to completing any purchase; and (d) Company will provide a confirmation of this consent on a durable medium. Further details are set forth in the [Refund Policy](#).

5.5 Chargeback Protection

Buyers acknowledge that Digital Goods are delivered electronically and are typically available immediately upon purchase. Initiating chargebacks or payment disputes for successfully delivered Digital Goods without first utilizing the Platform's dispute resolution process or the [Refund Policy](#) may result in account suspension, termination, and recovery of reasonable costs incurred by Company.

6. TAX COMPLIANCE AND FINANCIAL OBLIGATIONS

6.1 Seller Tax Responsibilities

Sellers are solely responsible for: (a) determining and complying with all applicable tax obligations in their jurisdiction and the jurisdictions of their customers; (b) collecting, reporting, and remitting VAT, GST, sales tax, and other applicable taxes; (c) properly registering for VAT or equivalent taxes in all required jurisdictions, including through the EU One-Stop-Shop (OSS) or Import One-Stop-Shop (IOSS) mechanisms where applicable; (d) providing accurate tax identification numbers, VAT registration numbers, and certificates when required; (e) maintaining proper tax records and documentation for the applicable statutory period; and (f) ensuring compliance with cross-border digital services tax regulations.

6.2 Company Tax Role

Company is not a tax agent, tax advisor, or tax collector except where specifically required by applicable law. Company may: (a) collect and remit VAT or other taxes where legally mandated as a marketplace facilitator or deemed supplier under applicable law, including under EU VAT rules for electronic services; (b) provide tax reporting information to Sellers and tax authorities as required; (c) withhold taxes from payments where required by law; (d) suspend or terminate accounts for failure to provide required tax documentation; and (e) charge applicable VAT on Platform fees and commissions.

6.3 Tax Information Reporting

Sellers consent to Company's disclosure of transaction information to tax authorities as required by law, including but not limited to: (a) EU DAC7 reporting (Council Directive 2021/514); (b) IRS Form

1099-K reporting for US tax purposes; and (c) similar reporting obligations in other jurisdictions. Sellers are responsible for ensuring that the information they provide is accurate and complete, and for promptly updating such information as necessary.

6.4 Buyer Tax Obligations

Buyers are responsible for any taxes applicable to their purchases in their respective jurisdictions, except to the extent that Company collects and remits such taxes as a marketplace facilitator.

7. EXPORT CONTROLS AND SANCTIONS COMPLIANCE

7.1 Export Control Compliance

All Users must comply with applicable export control laws and regulations, including: (a) U.S. Export Administration Regulations (EAR); (b) EU dual-use export controls (Regulation (EU) 2021/821); (c) all applicable national export control regimes; and (d) any other restrictions applicable to the transfer of technology and digital content across borders.

7.2 Sanctions Compliance

Users must comply with all applicable economic sanctions, including: (a) OFAC sanctions programmes and the Specially Designated Nationals (SDN) list; (b) EU consolidated sanctions list; (c) UN Security Council sanctions; (d) Latvian national sanctions; and (e) national sanctions programmes in other applicable jurisdictions.

7.3 Prohibited Parties and Jurisdictions

Company prohibits transactions with: (a) individuals or entities on applicable sanctions lists; (b) persons located in sanctioned or embargoed jurisdictions; (c) entities owned or controlled by sanctioned parties; and (d) transactions that would violate applicable export control or sanctions laws.

7.4 Immediate Termination

Company will immediately terminate accounts and block transactions upon identification of sanctions violations or prohibited party involvement, without prior notice or liability to the affected User.

7.5 Seller Export Compliance Warranty

Sellers warrant that their Digital Goods: (a) do not contain controlled technology or technical data subject to export licensing; (b) comply with applicable export licensing requirements; (c) are not subject to export restrictions that would prohibit their distribution through the Platform; and (d) will not be provided to prohibited end-users or for prohibited end-uses.

8. NOTICE, TAKEDOWN, AND CONTENT MODERATION PROCEDURES

8.1 DMCA Compliance (United States)

Company complies with the Digital Millennium Copyright Act ("**DMCA**") and maintains Safe Harbour protections under 17 U.S.C. § 512. We respond to valid takedown notices and maintain a repeat infringer policy.

8.2 DMCA Takedown Notice Procedure

To submit a DMCA takedown notice, send written notification to our designated copyright agent at copyright@shookout.com including: (a) physical or electronic signature of the copyright owner or authorised agent; (b) identification of the copyrighted work claimed to be infringed; (c) identification of the allegedly infringing material and its location on the Platform (including URL); (d) contact information for the complaining party (name, address, telephone number, and email); (e) a statement of good faith belief that use is not authorised by the copyright owner, its agent, or the

law; and (f) a statement that the notification is accurate and, under penalty of perjury, that the complaining party is authorised to act on behalf of the owner.

8.3 DMCA Counter-Notification

Users may submit counter-notifications in response to takedown notices following DMCA procedures. Counter-notifications must include: (a) a physical or electronic signature; (b) identification of the removed material and its prior location; (c) a statement under penalty of perjury that the material was removed by mistake or misidentification; and (d) consent to jurisdiction of the federal district court for the judicial district in which the User's address is located. Company will restore content within ten (10) to fourteen (14) business days unless the original complainant files a court action.

8.4 EU Notice-and-Action Procedure (Digital Services Act)

In accordance with Regulation (EU) 2022/2065 (the "**Digital Services Act**" or "**DSA**"), any person or entity may submit a notice regarding content they consider illegal under EU or applicable national law. Notices must contain: (a) a sufficiently substantiated explanation of the reasons why the content is alleged to be illegal; (b) a clear indication of the exact electronic location of the content (URL or other identifier); (c) the name and email address of the notifier (except for notices involving child sexual abuse material); and (d) a statement confirming the notifier's bona fide belief that the information and allegations are accurate and complete.

Company will process such notices without undue delay, taking into account the type and severity of the alleged illegality. The notifier will receive a reasoned decision regarding the action taken on the notice.

8.5 Internal Complaint-Handling System (DSA)

Users affected by content moderation decisions (including content removal, account restriction, or suspension) may submit a complaint through Company's internal complaint-handling system within six (6) months of the decision. Company will process complaints in a timely, non-discriminatory, diligent, and non-arbitrary manner and will reverse its decision where the complaint reveals that the action was unjustified. Users are also informed of their right to use out-of-court dispute settlement bodies certified under the DSA or to seek judicial redress.

8.6 Repeat Infringer Policy

Company maintains a policy of terminating accounts of Users who are repeat infringers in appropriate circumstances. Repeat infringer status is determined based on the number, severity, and nature of verified infringement incidents.

8.7 Trusted Flaggers

In accordance with the DSA, notices from entities designated as trusted flaggers by Digital Services Coordinators in EU Member States will be prioritised and processed without undue delay.

9. PROHIBITED CONDUCT AND CONTENT

9.1 Prohibited Activities

Users shall not: (a) violate any applicable laws, regulations, or third-party rights; (b) upload, distribute, or facilitate distribution of illegal, harmful, or infringing content; (c) engage in fraudulent, deceptive, or misleading practices, including the use of fake reviews or ratings; (d) attempt to circumvent Platform security measures, access restrictions, or technical protection measures; (e) use automated systems (bots, scrapers, crawlers) to access the Platform without prior written authorisation; (f) interfere with Platform operations, infrastructure, or other Users' access; (g) engage in money laundering, terrorist financing, or sanctions violations; (h) provide false or

misleading tax, identity, or other documentation; (i) manipulate prices, sales rankings, or search results; or (j) create multiple accounts to evade enforcement actions.

9.2 Content Restrictions

Digital Goods and User Content must not contain: (a) illegal, harmful, or offensive material; (b) malware, viruses, trojans, or other malicious code; (c) content that infringes intellectual property rights; (d) personal data of third parties without valid legal basis; (e) content that violates export control or sanctions laws; (f) unlawfully generated AI content or content violating AI training data rights; (g) content designed to deceive or mislead consumers; or (h) content that constitutes hate speech, incitement to violence, or violates human dignity.

9.3 Enforcement

Company reserves the right to investigate violations, remove or disable access to content, suspend or terminate accounts, report violations to law enforcement or regulatory authorities, and cooperate with investigations. Users acknowledge that Company has no general obligation to monitor content but may conduct proactive monitoring at its discretion and as required by applicable law.

10. PAYMENT TERMS AND FINANCIAL COMPLIANCE

10.1 Payment Processing

Payments are processed through third-party payment processors ("**Payment Processors**"). Users agree to comply with Payment Processor terms and applicable payment card industry standards. Company is not responsible for errors, delays, or failures by Payment Processors.

10.2 Fees and Pricing

Company charges transaction fees and commissions as specified in the current fee schedule published on the Platform. Company reserves the right to modify fees upon thirty (30) days' prior notice. Sellers are responsible for setting prices and ensuring compliance with tax obligations and consumer pricing laws in their jurisdictions.

10.3 Anti-Money Laundering and KYC

Company maintains anti-money laundering ("**AML**") and know-your-customer ("**KYC**") procedures in compliance with Directive (EU) 2015/849 (as amended), applicable Latvian AML legislation, and other applicable financial regulations. Users may be required to provide identification and verification documents. Failure to comply with KYC requirements may result in account limitations, suspension, or termination.

10.4 Sanctions Screening

Company screens transactions against applicable sanctions lists, including OFAC, EU, UN, and Latvian national sanctions. Transactions involving sanctioned parties or jurisdictions will be blocked without notice.

11. PRIVACY AND DATA PROTECTION

11.1 Privacy Policy

Our collection, use, and protection of personal data is governed by our [Privacy Policy](#), which is designed to align with applicable data protection laws, including Regulation (EU) 2016/679 ("**GDPR**"), applicable Latvian data protection law, the California Consumer Privacy Act ("**CCPA**"), and other regional privacy regulations.

11.2 Data Processing

By using the Platform, you acknowledge the processing of your personal data as described in our [Privacy Policy](#). For EU Users, the lawful bases for processing are set forth in the [Privacy Policy](#). Where we act as a data processor on behalf of Sellers, applicable Data Processing Agreements govern the processing.

11.3 Cross-Border Transfers

Personal data may be transferred to and processed in countries other than your country of residence, subject to appropriate safeguards as described in our [Privacy Policy](#), including Standard Contractual Clauses approved by the European Commission where applicable.

12. DISCLAIMERS AND LIMITATION OF LIABILITY

12.1 Platform Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND CONTINUOUS OR ERROR-FREE OPERATION.

Nothing in these Terms excludes or limits warranties that cannot be excluded or limited under applicable law, including under EU consumer protection law.

12.2 Third-Party Content

Company does not endorse, warrant, or assume responsibility for Digital Goods, User Content, or any third-party products or services advertised or offered on the Platform. Sellers are solely responsible for their offerings, and Buyers purchase at their own risk, subject to applicable consumer protection laws and the [Refund Policy](#).

12.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a) COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS, THE PLATFORM, OR ANY TRANSACTIONS SHALL NOT EXCEED THE GREATER OF: (I) THE TOTAL FEES PAID BY YOU TO COMPANY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (II) ONE HUNDRED EUROS (€100).

(b) IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO: (I) COMPANY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (II) DEATH OR PERSONAL INJURY CAUSED BY COMPANY'S NEGLIGENCE; (III) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (IV) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE MANDATORY LAW.

12.4 User Indemnification

Users agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: (a) their use of the Platform; (b) violation of these Terms; (c) infringement of third-party rights; (d) tax compliance failures; (e) export control or sanctions violations; (f) AI content compliance issues; or (g) any content they upload, publish, or distribute through the Platform. This indemnification obligation does not apply to EU consumers to the extent prohibited by applicable mandatory consumer protection law.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of Latvia, without regard to its conflict of law principles. Notwithstanding the foregoing, if you are a consumer habitually resident in the EU, you shall also benefit from any mandatory provisions of the consumer protection law of your country of habitual residence that cannot be derogated from by agreement, in accordance with Regulation (EC) No 593/2008 (Rome I), Article 6(2).

13.2 Dispute Resolution for Non-Consumer Users

For Users who are not consumers under applicable law (including business Users and Sellers operating in a commercial capacity):

(a) **Mandatory Negotiation:** Prior to initiating any formal proceedings, the parties shall attempt to resolve the dispute through good faith negotiation for a period of thirty (30) days following written notice of the dispute.

(b) **Arbitration:** If negotiation fails, all disputes shall be resolved exclusively through binding arbitration administered by the Riga International Arbitration Court (or, if unavailable, an internationally recognised arbitration institution agreed upon by the parties) under its then-current rules. The arbitration shall be conducted by a sole arbitrator, in the English language, with the seat of arbitration in Riga, Latvia. The arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction.

(c) **Class Action Waiver:** Non-consumer Users expressly waive the right to participate in class actions, collective actions, representative proceedings, or any form of group litigation. Each dispute must be arbitrated individually.

13.3 Dispute Resolution for EU Consumers

For Users who qualify as consumers under EU law and are habitually resident in an EU Member State:

(a) You may bring proceedings in the courts of your Member State of habitual residence, in accordance with Regulation (EU) No 1215/2012 (Brussels I Recast).

(b) You have the right to use the online dispute resolution platform provided by the European Commission at <https://ec.europa.eu/consumers/odr>.

(c) Nothing in these Terms requires you to submit to mandatory binding arbitration or prevents you from exercising any rights available to you under mandatory consumer protection law in your jurisdiction.

13.4 Dispute Resolution for Non-EU Consumers

For Users who qualify as consumers in jurisdictions outside the EU: (a) mandatory negotiation as set forth in Section 13.2(a) applies; and (b) disputes shall be resolved through binding arbitration as set forth in Section 13.2(b), except where mandatory law in the consumer's jurisdiction prohibits pre-dispute arbitration agreements, in which case the dispute may be brought before the courts of competent jurisdiction. Individual class action and collective action waivers shall apply to the maximum extent permitted by applicable law in the consumer's jurisdiction.

13.5 Injunctive Relief Exception

Notwithstanding any dispute resolution provisions, Company may seek injunctive or equitable relief in any court of competent jurisdiction to: (a) protect intellectual property rights; (b) prevent irreparable harm to the Platform; (c) enforce confidentiality obligations; or (d) address urgent safety, security, or sanctions compliance concerns.

13.6 Small Claims Court Exception

Individual claims within the jurisdictional limits of small claims court may be pursued in the applicable small claims court instead of arbitration, provided the claim remains individual and is not consolidated with other claims.

14. ACCOUNT TERMINATION

14.1 Termination Rights

Either party may terminate this agreement at any time. Users may terminate by deleting their account through the Platform settings. Company may suspend or terminate accounts immediately upon written notice (including email) for: (a) material breach of these Terms; (b) illegal activity; (c) sanctions violations; (d) tax non-compliance; (e) repeated intellectual property infringement; (f) fraud or misrepresentation; or (g) operational or business reasons, with reasonable prior notice.

14.2 Effect of Termination

Upon termination: (a) User access ceases immediately; (b) any pending transactions shall be completed or cancelled in accordance with the [Refund Policy](#); (c) Sellers shall fulfil outstanding obligations to Buyers; and (d) the following provisions survive termination: intellectual property rights (Section 3), AI governance obligations (Section 4), indemnification obligations (Section 12.4), dispute resolution procedures (Section 13), tax compliance obligations (Section 6), export control warranties (Section 7), and this Section 14.

14.3 Data Retention

Company may retain User data following termination as required by applicable law or for legitimate business purposes, including tax reporting obligations, AML/KYC records, sanctions compliance records, and enforcement of these Terms, all in accordance with our [Privacy Policy](#).

15. GENERAL PROVISIONS

15.1 Severability

If any provision of these Terms is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid provision shall be reformed to the minimum extent necessary to make it valid and enforceable while preserving its original intent.

15.2 Assignment

Company may assign these Terms or any rights or obligations hereunder without your prior consent, including in connection with a merger, acquisition, reorganisation, or sale of all or substantially all of its assets. Users may not assign their rights or obligations under these Terms without Company's prior written consent.

15.3 Force Majeure

Neither party shall be liable for delays or failures in performance due to circumstances beyond their reasonable control, including but not limited to natural disasters, acts of government, pandemics, wars, terrorism, cyberattacks, internet or infrastructure failures, or labour disputes.

15.4 Waiver

The failure of Company to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorised representative of Company.

15.5 Entire Agreement

These Terms, together with the [Privacy Policy](#), the [Seller Agreement](#) (where applicable), and the [Refund Policy](#), constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, or communications.

15.6 Language

These Terms are drafted in the English language. If these Terms are translated into any other language and there is a discrepancy between the English version and the translated version, the English version shall prevail, except where prohibited by applicable law.

15.7 Notices

All legal notices to Company shall be sent to: legal@shookout.com. Notices to Users will be sent to the email address associated with their account. Notices are deemed received upon confirmed delivery.

15.8 Contact Information

For general questions regarding these Terms, contact us at: support@shookout.com. For legal inquiries: legal@shookout.com. For copyright/takedown notices: copyright@shookout.com.

Company: SIA Synchron Registration number: **40203436468** Registered address: Unijas iela 74A - 45, Riga, Latvia