

Layer 1

Terms of Use

Effective Date: July 17, 2023

If you have any questions about the information below, please contact info@joinlayer1.com (the “**Designated Agent**”). Additionally, our mailing address is available upon request from the Designated Agent.

These Terms of Use (the “**Terms**”) are a binding contract between you and Layer 1, LLC, a Massachusetts limited liability company (for purposes of these terms, “**Layer 1,**” “**we**” and “**us**”). Your use of the services provided by us through our websites (collectively, the “**Services**”) in any way means that you agree with and consent to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document as well as those in the *Privacy Policy*, any form of a membership agreement between you and us, and any other relevant policies adopted by us. Your use of or participation in certain Services may also be subject to additional policies, rules, conditions, or any combination thereof (collectively, the “**Additional Terms**”), which are incorporated herein by reference, and you understand and agree that by using or participating in any such Services, you agree to also comply with these Additional Terms. Whenever these Terms refer to our site or website, those references are to www.layer1.com and www.joinlayer1.com.

Please read these Terms carefully. They cover important information about Services provided to you and any charges, taxes, and fees we bill you. These Terms include information about future changes to these Terms, automatic renewals, limitations of liability, a class action waiver and resolution of disputes by arbitration instead of in court.

IMPORTANT NOTICE: Please note that your use of and access to our services are subject to the following terms; if you do not agree to all of the following, you may not use or access the services in any manner.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: Except for certain types of disputes described in the arbitration agreement section below, you agree that disputes between you and us will be resolved by binding, individual arbitration and you waive your right to participate in any and all forms of class action lawsuits and in any and all forms of class-wide arbitration.

1. Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with our Services. We reserve the right to change the Terms at any time, but if we do, we will place a notice on our site; send you an email; and/or notify you by some other means.

If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after the effective date of a change to the Terms, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us. For the avoidance of doubt, your use of the

Services in any way represents your acceptance to be bound by these Terms and your signature is not required.

2. What about my privacy?

Layer 1 takes the privacy of its users very seriously. For the current Layer 1 Privacy Policy, please visit our site.

CHILDREN’S ONLINE PRIVACY PROTECTION ACT

The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 16 years of age. We do not knowingly collect or solicit personally identifiable information from children under 16 years of age; nor do we knowingly or intend to collect or solicit personally identifiable information from children under 18 years of age . If you are a child under 18 years of age, please do not attempt to register for or otherwise use the Services or send us any personal information. If we learn we have collected personal information from a child under 18 years of age, we will use commercially reasonable efforts to promptly delete that information. If you believe that a child under 18 years of age may have provided us personal information, please contact us by visiting our site.

3. What are the basics of using Layer 1?

You may be required to sign up for an account by providing us your email address (“**Layer 1 Username**”) and selecting a password, and providing us with certain information or data, such as your contact information. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your Layer 1 Username an email that you do not have the right to use, or another person’s name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

Additionally, you may be able to access certain parts or features of the Services by using your account credentials from other services (each, a “**Third Party Account**”), such as those offered by Google, LinkedIn, and Apple. By using the Services through a Third Party Account, you permit us to access certain information from such account for use by the Services. You are ultimately in control of how much information is accessible to us and you are solely responsible for exercising such control by adjusting your privacy settings on your Third Party Account.

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you are prohibited from using the Services and you are hereby notified that we do not accept your parent’s or guardian’s agreement to these Terms on your behalf). If you’re agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization’s or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity).

You will only use the Services for your own use, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren’t authorized to use the Services. We can’t and won’t be responsible for your using the Services in a way that breaks the law. You will not share your Layer 1 Username, account or password with anyone, and you must use your best efforts to protect the security of your Layer 1 Username, account, password and any other access tools or credentials. Accordingly, you’re responsible for any activity associated with your Layer 1 Username and account.

4. What about messaging?

As part of the Services, you may receive communications through the Services, including messages that Layer 1 sends you (for example, via email). When signing up for the Services, you will receive a welcome message and instructions on how to stop receiving messages. You agree to indemnify and hold Layer 1 harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing.

5. Are there restrictions in how I can use the Services?

You represent, warrant, and agree that you will not provide or contribute anything, including any Content or User Submission (as those terms are defined below), to the Services, or otherwise use or interact with the Services, in a manner that:

- (a) infringes or violates the intellectual property rights or any other rights of anyone else (including Layer 1);
- (b) violates any law or regulation, including, without limitation, any applicable law or regulation by the Office of Foreign Asset Control, Committee on Foreign Investment in the United States, U.S. federal or state securities laws, export control laws, privacy laws or any other purpose not reasonably intended by Layer 1;
- (c) is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable (as determined by Layer 1 in its sole discretion);
- (d) jeopardizes the security of your Layer 1 account or anyone else's (such as allowing someone else to log in to the Services as you);
- (e) attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (f) attempts, in any manner, to solicit your or your organization's products or services;
- (g) violates the security of any computer network, or cracks any passwords or security encryption codes;
- (h) runs Mail-list, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (i) "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (j) copies or stores any significant portion of the Content; or
- (k) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for immediate termination of your right to use or access the Services.

6. What are my rights in the Services?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions (as defined below) and so forth (all of the foregoing, the "**Content**") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit

for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Layer 1's) rights.

Subject to these Terms, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Services is expressly prohibited without prior written permission from us. You understand that Layer 1 owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content, but please remember that even where these functionalities exist, all the restrictions in this section still apply.

7. What about anything I contribute to the Services - do I have to grant any licenses to Layer 1 or to other users?

USER SUBMISSIONS

Anything you post, upload, share, store, or otherwise provide through the Services is your “**User Submission**”. Some User Submissions may be viewable by other users. You are solely responsible for all User Submissions you contribute to the Services. You represent that all User Submissions submitted by you are accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You agree that you will not post, upload, share, store, or otherwise provide through the Services any User Submissions that: (i) infringe any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.); (ii) contain sexually explicit content or pornography; (iii) contain hateful, defamatory, or discriminatory content or incite hatred against any individual or group; (iv) exploit minors; (v) depict unlawful acts or extreme violence; (vi) depict animal cruelty or extreme violence towards animals; (vii) promote fraudulent schemes, multi-level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures; (viii) unless expressly permitted in a signed writing between the parties, could be construed as a solicitation, promotion or advertising of your organization's products or services at any Layer 1 event or using any Layer 1 communication method (including, without limitation, the listserv and member platform) or using the Layer 1 name; or (ix) that violate any law.

LICENSES

In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions (see below for more information). Please note that all of the following licenses are subject to our **Privacy Policy** to the extent they relate to User Submissions that are also your personally-identifiable information.

By submitting User Submissions through the Services, you hereby do and shall grant Layer 1 a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submissions in connection with this site, the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of this site or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your account or the Services. You also hereby do and shall grant each user of this site and/or the Services a non-exclusive, perpetual license to access your User Submissions through this site and/or the Services, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions, including after your termination of your account or the Services. For clarity, the foregoing

license grants to us and our users do not affect your other ownership or license rights in your User Submissions, including the right to grant additional licenses to your User Submissions, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

Finally, you understand and agree that Layer 1, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

8. What if I see something on the Services that infringes my copyright?

In accordance with the DMCA, we've adopted the following policy toward copyright infringement (the "**Copyright Policy**"). We reserve the right to (1) block access to or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users and (2) remove and discontinue service to repeat offenders.

(a) *Procedure for Reporting Copyright Infringements.* If you believe that material or content residing on or accessible through the Services infringes your copyright (or the copyright of someone whom you are authorized to act on behalf of), please send a notice of copyright infringement containing the following information to our Designated Agent to Receive Notification of Claimed Infringement:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- (ii) Identification of works or materials being infringed;
- (iii) Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence;
- (iv) Contact information about the notifier including address, telephone number and, if available, email address;
- (v) A statement that the notifier has a good faith belief that the material identified in (1)(c) is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

(b) *Once Proper Bona Fide Infringement Notification is Received by the Designated Agent.* Upon receipt of a proper notice of copyright infringement, we reserve the right to:

- (i) remove or disable access to the infringing material;
- (ii) notify the content provider who is accused of infringement that we have removed or disabled access to the applicable material; and
- (iii) terminate such content provider's access to the Services if he or she is a repeat offender.

(c) *Procedure to Supply a Counter-Notice to the Designated Agent.* If the content provider believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider may send us a counter-notice containing the following information to the Designated Agent:

- (i) A physical or electronic signature of the content provider;

- (ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- (iii) A statement that the content provider has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
- (iv) Content provider's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's address is located, or, if the content provider's address is located outside the United States, for any judicial district in the state of Florida, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, we may, in our discretion, send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion. To the fullest extent permitted under applicable law, you hereby release us from any and all liability for losses incurred by you arising out of our good faith adherence to this Copyright Policy.

9. Who is responsible for what I see and do on the Services?

Any information or Content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such Content originated, and you access all such information and Content at your own risk, and we aren't liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it.

The Services may contain links or connections to third-party websites or services that are not owned or controlled by Layer 1. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that Layer 1 is not responsible for such risks.

Layer 1 has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, Layer 1 will not and cannot monitor, verify, censor or edit the content of any third-party site or service. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Layer 1 shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site or Services, or between users and any third party, you agree that Layer 1 is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release (to the maximum and fullest extent under applicable law) Layer 1, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. You shall and hereby do waive California Civil Code Section 1542 or any similar law of any jurisdiction, which says in substance: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

10. Will Layer 1 ever change the Services?

We’re always trying to improve our Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

11. Membership

Layer 1 anticipates building, cultivating, and maintaining a professional network related to the promotion of blockchain technology. We expect, from time to time, to admit certain persons to our network and such persons will be referred to as members. Layer 1 anticipates providing members exclusive access to certain content, such as virtual or in-person presentations and moderated discussions. There is no guarantee that Layer 1 will be successful at creating or facilitating such content. All content and services provided by Layer 1 to a member by virtue of membership shall be, in all respects, governed by these Terms.

Other than these Terms, there will be no membership agreement related to joining this professional network or otherwise controlling the rights, privileges, and obligations of such membership. As a result, these Terms govern and control the entire relationship between Layer 1 and a member. Layer 1 has full and complete discretion over all decisions related to membership, including, but not limited to, admitting new members and terminating any member’s membership. For the avoidance of doubt, Layer 1 can terminate your membership for any reason or no reason and at any time in Layer 1’s full and complete discretion. By submitting a request to Layer 1 for membership, you agree to this paragraph in addition to the other provisions of these Terms.

12. Third-Party Content

Layer 1 reserves the right to make content generated by you and other third-parties accessible on its website. By submitting content, such as an article or blog post to be accessible on our website, you represent and warrant that such content submitted by you is your own, does not infringe any other person’s intellectual property rights, is not defamatory, is not obscene or otherwise distasteful, and is not otherwise unlawful by, without limitation, violating any law or regulation. Layer 1 may accept or reject any third-party content for any reason or no reason. After accepting your content in Layer 1’s sole discretion and making such content accessible on our website, Layer 1 is not guaranteeing any access to your content or any quality of access in respect of your content. Layer 1 may at any time, for any reason or no reason, remove your content and you agree to hold Layer 1 harmless if Layer 1 rejects your content or removes your content subsequent to making it accessible on our website. By making third-party content available, Layer 1 is not endorsing the substance of such content, is not vouching for the reputation of the author of such content, does not warrant the truthfulness of such content, and Layer 1 disclaims all responsibility for the veracity of such content to

the maximum extent permitted under applicable law. Accordingly, you acknowledge and agree that Layer 1 is making such third-party content available to you for informational purposes only and you acknowledge and agree that you should not and will not rely on such third-party content for any reason. For the avoidance of doubt, this paragraph is intended to expand these Terms and shall not be read to alter, restrict, or otherwise limit the applicability of any provision of these Terms.

13. Do the Services cost anything?

The Services may be free or we may charge a fee for using the Services. If you are using a free version of the Services, we will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services. Note that if you elect to receive text messages through the Services, data and message rates may apply. Any and all such charges, fees or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees or costs may apply to your use of the Services. Additionally, you should be aware of the following:

(a) Paid Services. Certain of our Services may be subject to payments now or in the future (the “**Paid Services**”). If you are approved for membership with us, we will inform you of our then-current pricing plans in writing. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms.

(b) Billing. We expect to use third-party payment processors, which may include, for example, Chargebee, Stripe, Plaid, and Authorize.net (the “**Payment Processors**”) to bill you through a payment account linked to your account on the Services (your “**Billing Account**”) for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the applicable Payment Processor in addition to these Terms. You hereby agree that we are not responsible for any error by, or other acts or omissions of, the Payment Processors. By choosing to use Paid Services, you agree to pay us, through the Payment Processors, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms, and you authorize us, through the Payment Processors, to charge your chosen payment provider (your “**Payment Method**”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processors make even if it has already requested or received payment.

(c) Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processors, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

(d) Recurring Billing. Some of the Paid Services may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., ANNUALLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO THE APPLICABLE SECTION OF YOUR ACCOUNT SETTINGS.

(e) Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE

ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSORS IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE IN THE APPLICABLE SECTION OF YOUR ACCOUNT SETTINGS. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.

(f) Change in Amount Authorized. If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

(g) Auto-Renewal for Paid Services. Unless you opt out of auto-renewal, which can be done in the applicable section of your account settings, any Paid Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. We will use commercially reasonable efforts to notify you of any upcoming auto-renewals at least seven (7) days prior to the date of renewal. To change or terminate your Paid Services at any time, go to the applicable section of your account settings. If you terminate a Paid Service, you may use your subscription until the end of your then-current term, and your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. IF YOU DO NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING BASIS, YOU MUST CANCEL THE APPLICABLE PAID SERVICE THROUGH the applicable section of your account settings, OR TERMINATE YOUR Layer 1 ACCOUNT BEFORE THE END OF THE RECURRING TERM. PAID SERVICES CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID, AND EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, we WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID.

(h) Reaffirmation of Authorization. Your non-termination or continued use of a Paid Service reaffirms that we are authorized to charge your Payment Method for that Paid Service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.

(i) Free Trials and Other Promotions. Any free trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial. You must stop using a Paid Service before the end of the trial period in order to avoid being charged for that Paid Service. If you cancel prior to the end of the trial period and are inadvertently charged for a Paid Service, please contact us through our website.

14. What if I want to stop using the Services?

You're free to do that at any time by contacting us at our website; please refer to our **Privacy Policy**, as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

Layer 1 is also free to terminate (or suspend access to) your use of the Services or your account for any reason in our sole discretion, including your breach of these Terms (e.g., if you are no longer eligible to use the Services because you are no longer in a professional role that qualifies you for membership with us, or if we suspect that you have violated any of the Terms). Layer 1 has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important User Submissions you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of Layer 1.

If you have deleted your account by mistake, contact us immediately through our website. While we will try to help, we cannot promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

15. Can I refer other users?

From time to time, Layer 1 may, in its sole discretion, offer rewards or incentives for referring others to the Services. The referring user (the "**Current User**") may refer individuals or entities who are neither current customers of Layer 1 nor registered users of the Services (such individuals or entities, "**Prospective Users**"). A registered user is a person or entity that already has an existing account with Layer 1. There is no limit to the number of referrals that Current Users can make, nor the cumulative rewards or incentives that the Current User may receive through such special offer, unless otherwise indicated. A Current User will receive the stated reward or incentive for each Prospective User sent by the Current User that completes the required action described in that specific offer (such as signing up for an account or making a purchase). All Prospective Users must be first-time recipients of the offer, and multiple referrals to the same individual or entity will be disregarded. Layer 1 reserves the right to modify or terminate any special offers at any time and to revoke from any Current User and any Prospective User the special offer at Layer 1's discretion for any reason or for no reason whatsoever. If Layer 1 determines that any Current User or any Prospective User is attempting to obtain unfair advantage or otherwise violate the terms or spirit of such special offer, Layer 1 reserves the right to (a) revoke any rewards or incentives issued to either the Current User or the Prospective User and/or (b) charge the Current User or the Prospective User for any rewards or incentives (1) used by the Current User or the Prospective User prior to such revocation or (2) issued by Layer 1 to any ineligible Current User or Prospective User. All special offers are subject to any other terms, conditions and restrictions set forth on the Services or presented in connection with the special offer.

16. Arbitration Agreement

IMPORTANT - Please read the following ARBITRATION AGREEMENT carefully because it requires you to arbitrate certain disputes and claims with Layer 1 and limits the manner in which you can seek relief from Layer 1. Both you and Layer 1 acknowledge and agree that for the purposes of any dispute arising out

of or relating to the subject matter of these Terms, Layer 1's officers, directors, employees and independent contractors (collectively, "**Personnel**") are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, the Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as third-party beneficiaries hereof.

(a) Arbitration Rules; Applicability of Arbitration Agreement. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in Miami Dade County, Florida. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "**Rules**") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

(b) Costs of Arbitration. The Rules will govern payment of all arbitration fees. Layer 1 will pay all reasonable arbitration fees for claims of less than five thousand (\$5,000) dollars. Layer 1 will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

(c) Small Claims Court; Infringement. Either you or Layer 1 may assert claims, if they qualify, in small claims court in Broward County, Florida and by accessing the Services you are hereby consenting to the exclusive jurisdiction of the small claims court in that county to hear disputes between you and Layer 1. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(d) Waiver of Jury Trial. YOU AND LAYER 1 WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Layer 1 are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Layer 1 over whether to vacate or enforce an arbitration award, YOU AND LAYER 1 WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Layer 1 is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) Opt-out. You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to our Designated Agent postmarked within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of the arbitration agreement in these Terms (such notice, the "**Opt-Out Notice**").

(g) Exclusive Venue. If you send the Opt-Out Notice, and/or in any circumstances where the foregoing arbitration agreement permits either you or Layer 1 to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party, and both you and Layer 1 agree that any judicial proceeding will be exclusively brought in the state or federal courts located in, respectively, Broward County, Florida, or the federal district in which that county falls.

(h) Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with Layer 1.

17. What else do I need to know?

(a) Warranty Disclaimer. Layer 1 and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (Layer 1 and all such parties together, the “**Layer 1 Parties**”) make no representations or warranties concerning the Services, including without limitation regarding any Content contained in or accessed through the Services, and the Layer 1 Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of use of, or in any way related to your participation in, the Services. The Layer 1 Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in connection with the Services. THE SERVICES AND CONTENT ARE PROVIDED BY LAYER 1 (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(b) Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE LAYER 1 PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR THE FOLLOWING: (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (ii) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (iii) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (A) ONE-HUNDRED (\$100) DOLLARS OR (B) THE AMOUNTS PAID AND/OR PAYABLE BY YOU TO LAYER 1 IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (iv) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

(c) Indemnity. You agree to indemnify and hold the Layer 1 Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’

fees) arising from or in any way related to any claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms.

(d) Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Layer 1's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

(e) Choice of Law. These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of Florida, without regard to the conflicts of laws provisions thereof.

(f) Third-Party Beneficiaries. Except as expressly set forth in the section above regarding the arbitration agreement, you and Layer 1 agree there are no third-party beneficiaries intended under these Terms.

(g) Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that Layer 1 may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Layer 1 agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Layer 1, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Layer 1, and you do not have any authority of any kind to bind Layer 1 in any respect whatsoever.