MultiPass
Terms of Service & Privacy Policy
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These Terms of Service (the “Terms”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Layer Technologies Inc. ("Company," “we,” “us,” or “our”), concerning your access to and use of the website www.heylayer.com (the “Website”), the MultiPass App (the “App”), as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the “Services”).

Your access and use of our Services is subject to the Terms and all applicable laws. By accessing or using any part of the Services, you accept, without limitation or qualification, these Terms. If you do not agree with all of these Terms, you may not use any portion of the Services, including any portion of the Service and App. If an individual is accessing the Service on behalf of a business entity, by doing so, such individual represents that they have the legal capacity and authority to bind such business entity to the terms and conditions contained in this document. The term “you” shall refer to both the business entity and the individual accessing the Service on behalf of such business entity. THESE TERMS CONTAIN AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. PLEASE READ THEM CAREFULLY, SINCE THEY AFFECT YOUR LEGAL RIGHTS.

Accessibility: If you are having any trouble accessing these Terms or the Services, please contact us at support@heylayer.com

Overview:

• This Service allows users to create, a/k/a mint, MultiPass (“Issuers”) and users to collect MultiPass (“Collectors”). Issuers and Collectors are collective referred to as “Users.”
• As between Company and Users, MultiPass do not have any cash value.
• We are not a crypto wallet provider, exchange, broker, financial institution, or creditor. We provide infrastructure for batch minting of MultiPass (standardized collectible NFTs) for recording shared experiences as digital, point-in-time records on public blockchains. By taking advantage of the infrastructure we provide and maintain, you recognize and grant permission for MultiPass to manage minting and transfer of minted collectibles through our smart contract on your behalf.
• You acknowledge that Company is not responsible for dealings between Issuers and Collectors, and is not a party to any transactions amongst Issuers, Collectors and any third parties.
• For an overview of MultiPass and the Service, please read our FAQs.

Issuers: If you use the Service as an Issuer, then you are solely responsible for all information, content and other materials you use in connection with the Service (“Issuer Content”). Issuer represents and warrants that it shall not provide, transmit, link to or otherwise use any Issuer

Content, or mint a MultiPass using or in connection with anything, that: (i) is defamatory, libelous, slanderous or obscene; (ii) violates, conflicts with or infringes upon any third party intellectual property rights, including rights of publicity, privacy, copyright, trademark, trade secret, or moral rights; (iii) is threatening, harassing or that promotes racism, bigotry or hatred of any kind against any group or individual; (iv) promotes or encourages violence or destruction of property; (v) is deceptive, inaccurate, false or misleading; or (vi) that violates, or promotes the violation of, any law, rule or regulation. Issuer hereby grants Company a non-exclusive, worldwide, royalty-free right and license to display, transmit and otherwise use Issuer Content in connection with the Service. Issuer Content may not be modified after it is minted. 4040133.3 033835-9999-000 4040133.6 033835-9999-000

Collectors: If you are a Collector, you may only use the Service for your personal and non-commercial use. Any other use of the Service requires our prior written consent. You must be at least 13 years old and the age of majority in your jurisdiction to use the Services. Third Party Links: The Service is inherently designed to work with services and content provided and operated by third parties. The Service may contain links to, or interact with, other services not maintained by us, such as other services on the blockchain and crypto providers. By allowing Issuers to provide Issuer Content and mint MultiPass, or if we provide links to other services, we are not endorsing any third-party service or content. We encourage you to be aware when you leave our Service and to read the terms and conditions and privacy statements of each and every website that you visit. We are not responsible for the practices or the content of such other websites. Restrictions: You may not use spiders, robots, data mining techniques, or other automated devices or programs to catalog, download, or otherwise reproduce, store, or distribute content available on the Service. Further, you may not use any such automated means to manipulate the Service, such as automating what are otherwise manual or one-off procedures. You may not take any action to interfere with, or disrupt, the Service or any other user's use of the Service, including, without limitation, via means of overloading, “flooding,” “mailbombing,” or “crashing” the Service, circumventing security or user authentication measures, or attempting to exceed the limited authorization and access granted to you under these Terms. You may not frame portions of the Service within another service. You may not resell use of, or access to, the Service to any third party without our prior written consent. Proprietary Rights: Company is the owner of or otherwise licensed to use all parts of the Service, including all copy, software, graphics, designs and all copyrights, trademarks, service marks, trade names, logos, and other intellectual property or proprietary rights contained therein. Some materials on the Service belong to third parties who have authorized Company to display the materials, such as certain third-party licensors. By using the Services, you agree not to copy, distribute, modify, or make derivative works of any materials without the prior written consent of the owner of such materials. Except as expressly set forth in these Terms, no license is granted to you and no rights are conveyed by virtue of accessing or using the Services. All rights not granted under these Terms are reserved by Company. No Ideas Accepted: We generally do not seek unsolicited ideas regarding the Services from outside the Company including, without limitation, suggestions about advertising or promotions, or merchandising of any products, additions to our services, or changes in methods of doing business. We may already be working on or may in the future work on a similar idea. If, notwithstanding this policy,

you submit an unsolicited idea to us, you understand and acknowledge that such idea is not submitted in confidence and we assume no obligation, expressed or implied, by considering it. You further understand that we shall exclusively own all known or hereafter existing rights to the idea everywhere in the world, and that such idea is hereby irrevocably assigned to us. Without limiting the foregoing, to the extent any such assignment is deemed unenforceable, and or to the extent necessary for Company to utilize yoursubmission, you hereby grant Company an irrevocable, perpetual, world-wide license to use the idea and any associated intellectual property in any manner, in any medium now known or hereafter developed, without compensation to you. Account: You are not required to create an account to use the Services. However, the Service can link to your email address, HeyLayer account, and Stacks. You may only use the Service in connection with such accounts that you own or are authorized to use. 4040133.3 033835-9999-000 4040133.6 033835-9999-000 No Warranties: WHILE COMPANY USES REASONABLE EFFORTS TO INCLUDE UP-TO-DATE INFORMATION ON THE SERVICES, EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THESE TERMS OR ON THE SERVICES, NONE OF COMPANY, ISSUERS OR THEIR RESPECTIVE AFFILIATES MAKES ANY WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF INFORMATION ON THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, INCLUDING ALL CONTENT MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICES, IS PROVIDED "AS IS" AND NONE OF COMPANY, ISSUERS OR THEIR RESPECTIVE AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SERVICES. FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMPANY, EACH ISSUER AND EACH OF THEIR RESPECTIVE AFFILIATES DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NONE OF COMPANY, ISSUERS OR THEIR RESPECTIVE AFFILIATES WARRANTS THAT THE FUNCTIONS CONTAINED IN THE SERVICES OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, NONE OF COMPANY, ISSUERS OR THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE FOR THE USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. IN NO EVENT WILL COMPANY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, SPECIAL, INCIDENTAL, INDIRECT, OR OTHER CONSEQUENTIAL DAMAGES. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DIRECT DAMAGES EXCEEDING THE GREATER OF THE FEES YOU PAID TO COMPANY FOR THE SERVICES IN THE TWO MONTHS PRECEDING THE CLAIM OR $10 (USD). IN NO EVENT WILL ISSUERS BE LIABLE TO COLLECTORS UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF

COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, SPECIAL, INCIDENTAL, INDIRECT, OR OTHER CONSEQUENTIAL DAMAGES. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ISSUERS BE LIABLE TO COLLECTORS FOR ANY DIRECT DAMAGES EXCEEDING THE GREATER OF THE FEES PAID BY A COLLECTOR TO AN ISSUER OR $10 (USD). Changes: All information posted on the Services is subject to change at any time. In addition, these Terms may be changed at any time, provided that any material modifications will only be applied prospectively. We will make such changes by posting them on the Services. You should check the Services for such changes frequently. Your continued access to the Services aftersuch changes demonstrates your acceptance of those changes. Indemnification: You agree to indemnify, defend and hold harmless Company, its employees, directors, officers, agents, business partners, affiliates, contractors, distribution partners and representatives from and against any and all claims, demands, liabilities, costs or expenses, including attorney’s fees and costs, arising from, or related to: (i) your use of the Services; (ii) if you are an Issuer, your Issuer Content; (iii) any breach by you of any of these Terms; and (iv) any violation by you of applicable law. 4040133.3 033835-9999-000 4040133.6 033835-9999-000 Severability: If any part of these Terms shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Waiver; Remedies: The failure of Company to partially or fully exercise any rights or the waiver of Company of any breach of these Terms by you shall not prevent a subsequent exercise of such right by Company or be deemed a waiver by Company of any subsequent breach by you of the same or any other term of these Terms. The rights and remedies of Company under these Terms and any other applicable agreement between you and Company shall be cumulative, and the exercise of any such right or remedy shall not limit Company's right to exercise any other right or remedy. Governing Law; Dispute Resolution; Arbitration: The laws of New York shall govern these Terms. While we will make reasonable efforts to resolve any disagreements you may have with the Company, if these efforts fail, you agree that all claims, disputes, or controversies against the Company arising out of these Terms or the Services ("Claims") shall be exclusively submitted to binding arbitration (except for matters that may be taken to small claims court), no matter what legal theory they are based on or what remedy (damages, injunctive, or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. The party filing arbitration must submit Claims to the American Arbitration Association and follow its rules and procedures for initiating and pursuing arbitration. Any arbitration hearing that you attend will be held at a place chosen by the American Arbitration Association in the same city as the U.S. District Court closest to your then current residential address, or at some other place to which you and the Company agree in writing, and the arbitrator shall apply New York law consistent with the Federal Arbitration Act. YOU SHALL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS OR TO ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF

A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. You may obtain copies of the current rules, and forms and instructions for initiating arbitration by contacting the American Arbitration Association at using the contact information noted below. American Arbitration Association Website: www.adr.org A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years 'experience or a retired or former judge, selected in accordance with the rules of the American Arbitration Association. The arbitration will follow the procedures and rules of the American Arbitration Association which are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with these Terms, in which case these Terms will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your customer account information and other confidential information if requested to do so by you or us. Each party to the arbitration will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator's award is final and binding on the parties. 4040133.3 033835-9999-000 4040133.6 033835-9999-000 We will not choose to arbitrate any Claim you bring in small claims court. However, if such a Claim is determined by the court to be outside its jurisdiction, the parties agree that the dispute shall then be submitted to arbitration. Privacy Policy: Use of the Services is also governed by our Privacy Policy, which is incorporated herein by reference. Additionally, you acknowledge and agree that transmissions made over the internet are never completely private orsecure and that messages you send to the Service may be intercepted or read by others. Jurisdiction: Our Services are provided from the United States and all servers that make them available reside in the United States and in other jurisdictions. The laws of other countries may differ regarding the access and use of the Services. We make no representations regarding the legality of the Services in any other country and it is your responsibility to ensure that your use complies with all applicable laws outside of the U.S. Additional Terms for Users of Mobile Devices: If you have downloaded the App from a mobile app store (the "Store Provider"), the following shall apply: You acknowledge and agree that these Terms are solely between you and us, not Store Provider, and that Store Provider has no responsibility for the App. Your use of the App must comply with Store Provider's terms and conditions. You acknowledge that Store Provider has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Store Provider, and Store Provider may refund the purchase price, if any, for the App to you. To the maximum extent permitted by applicable law, Store Provider will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to us as provider of the software. You acknowledge that Store Provider is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App including, but not limited to: (i) product liability claims; (ii) any claim that the software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to us as provider of the App. You acknowledge that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, we,

not Store Provider, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and the Company acknowledge and agree that Store Provider and Store Provider's subsidiaries are third-party beneficiaries of these Terms as they relate to your license of the App, and that, upon your acceptance of these Terms, Store Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as they relate to your license of the App against you as a third-party beneficiary thereof. Prohibited Users: You represent that you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and you are not listed on any U.S. government list of prohibited or restricted parties. Questions: Should you have any questions regarding these Terms you may contact us at: support@heylayer.com

Our Privacy Policy can be found at: https://www.heylayer.com/privacy-policy