

Terms of Use

Last updated: December 19, 2019

Welcome, and thank you for your interest in Laylo, Inc. ("Laylo," "we," or "us") and our website at www.laylo.com, along with our related websites, networks, applications, mobile applications, and other services provided by us (collectively, the "Service"). These Terms of Service are a legally binding contract between you and Laylo regarding your use of the Service.

Please read the following terms carefully

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING LAYLO'S PRIVACY POLICY AND ANY ADDITIONAL TERMS AND POLICIES LAYLO MAY PROVIDE FROM TIME TO TIME (TOGETHER, THESE "TERMS"). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Service. YOUR USE

OF THE SERVICE, AND LAYLO'S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY LAYLO AND BY YOU TO BE BOUND BY THESE TERMS.

Please read the Laylo Privacy Policy carefully for information relating to our collection, use, storage, disclosure of your personal information. The Laylo Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

Arbitration notice

Except for certain kinds of disputes described in Section 16, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND LAYLO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 16).

1. Laylo Service Overview

The Service provides a social media management tool that enables users to release posts on social platforms at a scheduled time, in addition to other design and analytics tools to help bolster users' social media content.

2. Eligibility

You must be at least [18] years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least [18] years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and references to you herein (and all of your obligations hereunder) will refer to such entity and any individual using the Service on such entity's behalf.

3. Accounts and Registration

To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at contact@laylo.com.

4. General Payment Terms

Premium features of the Service will require you to pay fees upon registering for the applicable premium service. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are

non-refundable. Fees vary based on the plan, with different pricing schemes for individual users and organizations.

4.1 Price

Laylo reserves the right to determine pricing for the Service. Laylo will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information, located here: <https://laylo.com/pricing>. Laylo may change the fees for any feature of the Service, including additional fees or charges, if Laylo gives you advance notice of changes before they apply. Laylo, at its sole discretion, may make promotional offers with different features and different pricing to any of Laylo's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

4.2 Authorization

You authorize Laylo to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by Laylo, to the payment method specified in your account. If you pay any fees with a credit card, Laylo may seek pre-authorization of your credit card account prior to your purchase to verify that the

credit card is valid and has the necessary funds or credit available to cover your purchase.

4.3 Subscription Service and Cancellation Policy

The Service may include automatically recurring payments for periodic charges (“Subscription Service”). If you activate a Subscription Service, you authorize Laylo to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The “Subscription Billing Date” is the date when you purchase your first subscription to the Service. For information on the “Subscription Fee”, please see our Pricing page. Your account will be charged automatically on the Subscription Billing Date all applicable fees for the next subscription period. The subscription will continue unless and until you cancel your subscription or we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next periodic Subscription Fee to your account. We will bill the periodic Subscription Fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). You may cancel the Subscription Service by accessing your account settings and clicking on the "Cancel Plan" option or by contacting us at: contact@laylo.com.

4.4 Delinquent Accounts

Laylo may suspend or terminate access to the Service for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

5. Licenses

5.1 Permission to Use

Subject to your complete and ongoing compliance with these Terms, Laylo grants you limited, non-transferable, non-sublicensable, revocable permission to access and use the Service for your personal, internal use during the Term at the level of service for which you have paid all applicable Fees.

5.2 Restrictions

Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it. You may not use the Service on behalf of any third party, or in a service bureau or similar capacity.

5.3 Feedback

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“Feedback”), then you hereby grant Laylo an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

6. Ownership; Proprietary Rights

The Service is owned and operated by Laylo. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code),

products, software, services, templates, and all other elements of the Service (“Materials”) provided by Laylo are protected by intellectual property and other laws. All Materials included in the Service are the property of Laylo or its third party licensors. Except as expressly authorized by Laylo, you may not make use of the Materials. Laylo reserves all rights to the Materials not granted expressly in these Terms.

7. Third Party Terms

7.1 Third Party Services and Linked Websites

Laylo provides tools through the Service that enable you to import and export information, including User Content, to and from third party services, including through features that allow you to link your account on Laylo with an account on a third party social network service, such as Twitter or Facebook. By using one of these tools, you agree that Laylo may transfer that information to and from the applicable third party service. Third party services are not under Laylo’s control, and Laylo is not responsible for any third party service’s use of your exported information. The Service may also contain links to third party websites. Linked websites are not under Laylo’s control, and Laylo is not responsible for their content.

7.2 Third Party Software

The Service may include or incorporate third party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components (“Third Party Components”). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third Party Components under the applicable third party licenses or to limit your use of Third Party Components under those third party licenses.

8. User Content

8.1 User Content Generally

Certain features of the Service may permit users to upload content to the Service, including social media posts and other content which may be comprised of messages, reviews, photos, video, images, data, text, and other types of works (“User Content”) and to publish User Content on the Service. You retain any copyright and other proprietary

rights that you may hold in the User Content that you post to the Service. *Nevertheless, we need certain permission from you in order to provide the Service.*

8.2 Limited License Grant to Laylo

By providing User Content to or via the Service, you grant Laylo a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed.

8.3 Limited License Grant to Other Users

By providing User Content to or via the Service to other users of the Service, you grant those users a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Service.

8.4 User Content Representations and Warranties

Laylo disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant that:

- a) you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Laylo and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Laylo, the Service, and these Terms;
- b) your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Laylo to violate any law or regulation; and
- c) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.
- d) your User Content does not and will not contain Hateful Content, a Threat of Physical Harm, or Harassment

The following serves as a guide to help illustrate generally the types of content that fall within the scope of Laylo's policy on Hateful Content, Threats of Physical Harm, and Harassment, but is not exhaustive. This Section 8.4(d) does not limit any of our other rights or remedies provided herein. For the avoidance of doubt, your User Content may not include, and Laylo may remove or refuse to publish or promote any User Content that violates the terms or policies of any third party platform with which Laylo's Services integrate or interoperate.

Hateful Content includes:

Any statement, image, photograph, or other content that in our sole judgment could be reasonably perceived to harm, threaten, demean, promote the harassment of, promote the intimidation of, or promote the abuse of others for any reason, including by reason of race, gender or gender identity, national origin,

sexual orientation, religion, or otherwise.

A Threat of Physical Harm includes:

Any statement, photograph, advertisement, or other content that in our sole judgment could be reasonably perceived to threaten, advocate, or incite physical harm to or violence against others, including references to current or historical figures or groups that are known for purporting such content, such as the Ku Klux Klan, Nazi Party, and the like.

Harassment includes:

- Revealing someone's personal information, also known as "doxxing".
 - Online stalking, and bullying.
 - Wishes for physical harm directed at a person or persons.
 - Incitement of others to any of the previous items.
- We reserve the right to suspend or terminate accounts and remove individual posts which contain Hateful Content, a Threat of Physical Harm, or Harassment. We also may suspend or terminate your account if we determine, in our sole discretion, that you are either:
 - An organization which has publicly stated or acknowledged that its goals, objectives, positions, or founding tenets include statements or principles that could be reasonably perceived to advocate, encourage, or sponsor Hateful Content, Harassment, or A Threat of Physical Harm.
 - A person or organization that has acted in such a way as could be reasonably perceived to support, condone, encourage, or represent Hateful Content, Harassment, or A Threat of Physical Harm.

Notwithstanding the foregoing, we reserve the right to screen, remove, edit, or block any User Content we find in violation of the Terms or that we find, in our sole discretion to be otherwise objectionable, at our sole discretion.

8.5 User Content Disclaimer

We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. Laylo may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Laylo with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Laylo does not permit copyright-infringing activities on the Service.

8.6 Monitoring Content

Laylo does not control and does not have any obligation to monitor: (a) User Content; (ii) any content made available by third parties; or (iii) the use of the Service by its users. You acknowledge and agree that Laylo reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time Laylo chooses to monitor the content, Laylo still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy.

9. Prohibited Conduct

BY USING THE SERVICE YOU AGREE NOT TO:

- use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; (ii)

reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law; or (iii) hacking, password “mining” or using any other illegitimate means of interference;

- modify or create derivatives of any part of the Service;
- interfere with the operation of the Service or any user’s enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;
- take action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or Laylo’s systems or networks, or any systems or networks connected to the Service or Laylo;
- sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 6) or any right or ability to view, access, or use any Materials; or
- attempt to do any of the acts described in this Section 9 or assist or permit any person in engaging in any of the acts described in this Section 9.

10. Digital Millennium Copyright Act

10.1 DMCA Notification

We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our Designated Agent at the following address:

Laylo, Inc.

ATTN: Legal Department (Copyright Notification)

9200 Sunset Boulevard, Suite 1201

West Hollywood, CA 90069

Email: contact@laylo.com

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

10.2 Repeat Infringers

It is Laylo's policy to promptly terminate the accounts of users that are determined by Laylo to be repeat infringers.

11. Modification of these Terms

We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. Modifications will become effective upon the earlier of (a) your acceptance of the modified Terms, (b) your use of the Service with actual knowledge of the modified Terms, or (c) thirty (30) days following our publication of the modified Terms through the Service. Except as expressly permitted in this Section 11, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

12. Term, Termination and Modification of the Service

12.1 Term

These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 12.2.

12.2 Termination

If you violate any provision of these Terms, your authorization to access the Service and these Terms automatically terminate. In addition, Laylo may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time as provided in Section 4.3 or by contacting customer service at contact@laylo.com.

12.3 Effect of Termination

Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Laylo any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 5.3, 6, 12.3, 13, 14, 15, 16 and 17 will survive.

12.4 Modification of the Service

Laylo reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Laylo will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service. Premium service fees are not refundable.

13. Indemnity

You are responsible for your use of the Service, and you will defend and indemnify Laylo and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “Laylo Entities”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) your use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

14. Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. LAYLO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE

THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. LAYLO DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND LAYLO DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR LAYLO ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE LAYLO ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

HOWEVER, LAYLO DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT LAYLO IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE LAYLO ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY LAYLO ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN SECTION 16.4(iii) AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE LAYLO ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS,

WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO LAYLO FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 15 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

16. Dispute Resolution and Arbitration

16.1 Generally

In the interest of resolving disputes between you and Laylo in the most expedient and cost effective manner, and except as described in Section 16.2, you and Laylo agree that every dispute arising in connection with these Terms will be resolved by binding

arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND LAYLO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

16.2 Exceptions

Despite the provisions of Section 16.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

16.3 Arbitrator

Any arbitration between you and Laylo will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Laylo. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

16.4 Notice of Arbitration; Process

A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). Laylo’s address for Notice is: Laylo, Inc., 9200 Sunset Boulevard, Suite 1201, West Hollywood CA, 90069. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Laylo may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Laylo must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if

any. If the dispute is finally resolved through arbitration in your favor, Laylo will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by Laylo in settlement of the dispute prior to the arbitrator's award; or (iii) \$10,000.

16.5 Fees

If you commence arbitration in accordance with these Terms, Laylo will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Santa Clara County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Laylo for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and

conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

16.6 No Class Actions

YOU AND LAYLO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Laylo agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

16.7 Modifications to this Arbitration Provision

If Laylo makes any future change to this arbitration provision, other than a change to Laylo's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Laylo's address for Notice of Arbitration, in which case your account with Laylo will be immediately terminated and this

arbitration provision, as in effect immediately prior to the changes you rejected will survive.

16.8 Enforceability

If Section 16.6 is found to be unenforceable or if the entirety of this Section 16 is found to be unenforceable, then the entirety of this Section 16 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 17.1 will govern any action arising out of or related to these Terms.

17. General Terms

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Laylo regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these

Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

17.1 Governing Law

These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and Laylo submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Santa Clara County, California for resolution of any lawsuit or court proceeding permitted under these Terms.

17.2 Consent to Electronic Communications

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically

will satisfy any legal communication requirements, including that those communications be in writing.

17.3 Contact Information

The Service is offered by Laylo, Inc., 9200 Sunset Boulevard, Suite 1201, West Hollywood CA, 90069. You may contact us by sending correspondence to that address or by emailing us at contact@laylo.com.

17.4 Notice to California Residents

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

17.5 International Use

Access to the Service from countries or territories or by individuals where such access is illegal is prohibited

Privacy Shield Policy

Onward Transfers

Our Privacy Policy describes the circumstances in which we may disclose your information to third parties. We remain responsible for the processing of Personal Information received under the Frameworks and subsequently transferred to a third party acting as an agent if the agent processes such Personal Information in a manner inconsistent with the Principles, unless we prove that we are not responsible for the event giving rise to the damage. We may be required to disclose Personal Information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Data Security

We use reasonable and appropriate measures to protect your Personal Information from loss, misuse, unauthorized access, disclosure, alteration, and destruction, taking into account the risks involved in the processing and the nature of the Personal Information.

Choice

We will give you an opportunity to choose whether your Personal Information may be used for a purpose that is materially different from the purposes for which it was originally collected or subsequently authorized by you, or if we intend to disclose it to a third party acting as a data controller that we have not previously disclosed to you. In such circumstances, we will notify you and offer you the opportunity to opt-out of such uses and/or disclosures where non-sensitive Personal Information is involved, and to opt-in where sensitive Personal Information is involved.

Access to Personal Information

Where appropriate, Laylo will provide you with access to the Personal Information that we maintain about you. Laylo will also correct, amend or delete Personal Information that we maintain about you when it is inaccurate or has been processed in violation of

the Principles and you send a written request to us using the information provided in the “Contact Information” section below. We will review your request in accordance with the Principles, and may limit or deny access to Personal Information where providing such access is unreasonably burdensome or expensive under the circumstances, or as otherwise permitted by the Principles.

When we process Personal Information on behalf of our commercial customers, our commercial customers control the type of information we obtain, how that information is used and disclosed, and how it can be modified. Accordingly, if you wish to request access, limit use or disclosure of your Personal Information, please contact us using the information provided in the “Contact Information” section below.

Recourse and Enforcement

We conduct an annual self-assessment of our Personal Information practices to verify that the attestations and assertions made in this Policy are true and have been implemented as represented.

Privacy Shield Policy Changes

This Policy may be changed from time to time, consistent with the requirements of the Frameworks. You can determine when this Policy was last revised by referring to the “Last Updated” legend at the bottom of this Policy. Any changes to this Policy will become effective when posted to our website.

Contact Information

If you have questions, concerns, or complaints about this Privacy Shield Policy or Laylo’s privacy practices, or if you would like to exercise your rights and choices with regard to your Personal Information, please contact us by email at contact@laylo.com or write to us at the following address:

Laylo, Inc.

9200 Sunset Boulevard, Suite 1201

West Hollywood CA, 90069

If you have any thoughts or questions about this Privacy Policy please email us at contact@laylo.com.

Last updated: December 19, 2019

Security

Reporting an issue

We know how much work goes in to pen testing! To avoid frustration, you can check out these [common non-vulnerabilities](#) that don't qualify for rewards.

Got a valid issue? Awesome! Please include:

- A summary of the problem
- A severity rating of 1 - 5 (1 being least severe, 5 being most ie. you can easily hijack, impersonate or access any other account or data)

- A PoC or breakdown of how to replicate the issue
- The operating system name and version as well as the web browsers name and version that you used to replicate the issue

Please email any issue you'd like to report to contact@laylo.com

GPG Encryption

If you plan to provide access tokens, secure cookies or sensitive data/logs as an example, we kindly ask you to let us know and we will provide our GPG public key to you.

Rewards

We're eternally grateful for all of those who put in hard work to identify weaknesses within Laylo. For reports that are not [common non-vulnerabilities](#), we like to reward

those who responsibly disclose vulnerabilities with an acknowledgement, swag or bounty money.