

Leyline Technologies Inc. User Agreement

Last Modified: August 30, 2024

This User Agreement (this “**Agreement**”) is a binding contract between You (“**Customer,**” “**Authorized User,**” “**you,**” or “**your**”) and Leyline Technologies Inc. (“**Provider,**” “**we,**” “**our,**” or “**us**”). This Agreement governs your access to and use our website, marketplace, social platform, related web pages, products, and services, which may you desire to access.

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE “I ACCEPT BUTTON BELOW OR BY ACCESSING OR USING THE PROVIDER SERVICES OR WEBSITE (the “**Effective Date**”). BY CLICKING ON THE “I ACCEPT” BUTTON BELOW OR BY ACCESSING OR USING THE PROVIDER SERVICES OR WEBSITE YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DISCONTINUE ANY FURTHER ACCESS OR USE TO THE PROVIDER SERVICES OR WEBSITE. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE PROVIDER SERVICES OR WEBSITE.

1. Definitions.

(a) “**Authorized User(s)**” means Customer and Customer's employees, consultants, contractors, Artists, Freelancers, Sellers, Buyers, Clients, and agents (i) who are authorized to access and use the Provider services or website under the rights granted pursuant to this Agreement.

(b) “**Provider services or website**” means the services provided by Provider under this Agreement that are detailed on Provider's website available at <https://www.leylinepro.com> and any and all related web pages thereto.

(c) “**Customer Data**” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Provider services or website.

(d) “**Marketplace Platform**” means the digital and online platform operated by Provider and accessible via Provider's website or through any other designated digital means, which facilitates users, including Authorized Users, to purchase, promote, and/or sell creative products and services, as detailed on Provider's website. The Marketplace Platform includes, but is not limited to, all software, applications, interfaces, associated

media, documentation, updates, and upgrades that are provided or made available to Customer and Authorized Users by Provider.

(e) **"Provider IP"** means the Provider Services and Website and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Provider Services and Website, but does not include Customer Data.

(f) **"Buyer"** means any individual, entity, or organization that accesses the Marketplace Platform to purchase goods or services from Sellers, Artists, or Freelancers as facilitated by the Marketplace Platform.

(g) **"Seller"** means any individual, entity, or organization that uses the Marketplace Platform to offer or sell goods or services to Buyers, Customers, or Clients, as facilitated by the Marketplace Platform.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of this Agreement, Provider hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Provider services or website in accordance with the terms and conditions herein.

(b) Use Restrictions. You shall not and shall not permit any Authorized Users to use the Marketplace Platform in any manner that is not expressly authorized by this Agreement. Specifically, the Authorized Users shall not: (i) copy, reproduce, modify, distribute, display, perform, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the Marketplace Platform; (ii) access or attempt to access any systems or servers on which the Marketplace Platform is hosted, or modify or alter the Marketplace Platform in any way; (iii) use the Marketplace Platform for any purpose that is unlawful, prohibited by this Agreement, or infringe on the rights of Provider, its customers, or any third party; (iv) use the Marketplace Platform to post or transmit any material that is inappropriate, offensive, defamatory, infringing, obscene, or unlawful; (v) use the Marketplace Platform to advertise or offer to sell goods and services for any commercial purpose, unless specifically permitted by Provider; (vi) gather, collect, or store personal information about others without their explicit consent; or (vii) use the Marketplace Platform for any purpose that could damage, disable, overburden, or impair any Provider server, or the network(s) connected to any Provider server, or interfere with any other party's use and enjoyment of the Marketplace Platform. The Authorized User acknowledges that failure to adhere to these use restrictions may result in termination of access to the Marketplace Platform, legal action, and/or other measures deemed necessary by Provider.

(c) Non-Circumvention. The Customer acknowledges and agrees that all communications and transactions with parties featured on the Marketplace Platform shall

be conducted solely through the Marketplace Platform. The Customer shall not attempt to circumvent the Marketplace Platform by initiating direct contact with any party for the purpose of soliciting or conducting transactions outside of the Marketplace Platform. Any attempt to circumvent the Marketplace Platform in this manner shall constitute a material breach of this Agreement, and Provider reserves the right to terminate the Customer's access to the Marketplace Platform immediately, without notice, and take any other legal or equitable remedies available.

(i) Non-Platform Transaction Disclaimer. Notwithstanding any provision to the contrary herein, We expressly disclaims any responsibility or liability for any disputes, claims, losses or damages, arising out of or in connection with any communications, transactions, interactions, or any other activities conducted outside of the Marketplace Platform. Customer acknowledges and agrees that any dealings, communications, or transactions engaged in outside of the Marketplace Platform are solely at Customer's own risk and discretion and We shall not be obligated to intervene, mediate, or enforce any terms, conditions, warranties, or representations made in any such off-platform transactions. Customer further agrees that We shall not be held liable for any loss, damage, or adverse outcomes that may result from such off-platform engagements.

(d) Harmful Conduct Restriction. You and any Authorized Users shall not use the Marketplace Platform to post, transmit, disseminate, or advocate for content or engage in any conduct that is harassing, harmful, threatening, abusive, defamatory, obscene, hateful, or in any other manner promotes or incites violence, terrorism, or illegal acts, or is intended to harass, threaten, or intimidate others. This includes, but is not limited to, content or conduct that discriminates against, denigrates, ridicules, disparages, or harasses individuals or groups on the basis of race, ancestry, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or veteran status, or any other characteristic protected under applicable law. We reserve the right, at our sole discretion, to remove any content that violates these restrictions and to terminate the access of any Customer or Authorized User engaging in such prohibited conduct, without notice. Further, you agree to indemnify and hold harmless Leyline Technologies Inc. from any claims, damages, losses, or expenses, including reasonable attorneys' fees, resulting from your failure to comply with these restrictions.

(e) Right to Ban. Provider reserves the right, at its sole discretion, to ban any Customer or Authorized User from the Marketplace Platform and to terminate their access to the Provider Services and Website for violating any of the terms of this Agreement or other applicable Marketplace Platform Rules, as may be amended from time to time, including but not limited to the Use Restrictions and Acceptable Use Policy. Such ban may be temporary or permanent, as determined by Provider. The decision to ban a Customer or Authorized User and the duration of such ban shall be made by Provider in its sole discretion. Upon imposing such a ban, Provider shall notify the affected Customer or Authorized User of the decision and the reason for the ban. This right is in addition to any other rights and remedies available to Provider under this Agreement or applicable law.

(f) Use for Marketing. Provider shall have the right, but not the obligation, to feature, display, or use any work product, materials, or content created, uploaded, or otherwise provided by Artists, Users, or Authorized Users on Provider's social platform ("Artist-User Work Product") in Provider's advertising, marketing, promotional materials, and activities with the intent to promote Artist-User's skills and abilities who operate on the Providers platforms. Such use of Artist-User Work Product is intended to showcase the quality and diversity of offerings available on the Marketplace Platform.

(i) By accepting this Agreement, Customer and Authorized Users hereby grant to Provider a non-exclusive, worldwide, royalty-free, license to use, reproduce, exhibit, broadcast, transmit, publish, display, or otherwise exploit the Artist-User Work Product in connection with the advertising, marketing, and promotion of the Marketplace Platform, social platform, and any and all related web pages, without further notice to or consent from, or payment to Artist-User, Customer or any Authorized User, except as prohibited by applicable law.

(ii) Provider agrees to use reasonable efforts to attribute the Artist-User Work Product to the creator whenever featured in Provider's marketing or advertising materials, unless otherwise requested by the creator. The rights granted under this section shall survive the termination or expiration of this Agreement.

(g) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Provider services or website and collect and compile data and information related to your and/or the Authorized Users' use of the Provider services or website to be used by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Provider services or website ("**Aggregated Statistics**"). As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You acknowledge that Provider may compile Aggregated Statistics based on Customer Data input into the Provider Services and Website. You agree that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

(h) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

3. Customer Responsibilities.

(a) Acceptable Use Policy. Acceptable Use Policy. The Marketplace Platform is designed to connect businesses with artists and creators for the purpose of facilitating business relationships and transactions. As such, the Marketplace Platform may be used

solely for lawful purposes by businesses seeking to engage with artists and creators and by artists and creators seeking to offer and promote their services or products to businesses. All users must comply with all applicable laws, regulations, and this Agreement in their use of the Marketplace Platform. Specifically, users shall not use the Marketplace Platform to:

(i) Engage in any illegal activity or the promotion of illegal activities, including but not limited to copyright infringement, trademark infringement, or the unauthorized use of intellectual property.

(ii) Post, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.

(iii) Impersonate any person or entity, including, but not limited to, a Leyline Technologies Inc. official, forum leader, guide, or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.

(iv) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Marketplace Platform.

(v) Upload, post, email, transmit, or otherwise make available any content that the user does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

(vi) Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Marketplace Platform are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges.

(vii) Interfere with or disrupt the Marketplace Platform or servers or networks connected to the Marketplace Platform, or disobey any requirements, procedures, policies, or regulations of networks connected to the Marketplace Platform.

(b) By accessing or using the Marketplace Platform, you agree to comply with these guidelines and to use the Marketplace Platform in a manner consistent with its intended purpose of connecting businesses with artists and creators in a respectful, lawful, and professional manner.

(c) Due Diligence Responsibilities. In connection with any work or information exchanged on the Marketplace Platform, Customer acknowledges and agrees that it shall be solely responsible for conducting its own due diligence review of such work or information to ensure that it meets Customer's requirements and complies with

applicable laws, regulations, and standards. Customer's due diligence review shall include, but not be limited to, confirming the authenticity, legality, quality, and ownership of the work, as well as ensuring that the work does not infringe upon any third party's intellectual property rights or other rights. Customer agrees to immediately report to Provider any discrepancies, concerns, or issues identified during its due diligence review. Provider shall not be responsible for conducting due diligence reviews of work or information exchanged between the parties to a transaction on the Marketplace Platform and makes no representations or warranties regarding the authenticity, legality, quality, ownership, or non-infringement of such work.

(d) Account Use. You are responsible and liable for all uses of the Provider services or website resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Provider services or website and shall cause Authorized Users to comply with such provisions.

(e) Customer Data. You hereby grant to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Provider services or website to you. You will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data.

(f) Marketplace Engagements. The Customer acknowledges and agrees that it bears the sole responsibility for preparing, engaging in, and executing contracts for marketplace engagements facilitated through the Marketplace Platform. In connection with any transaction or engagement initiated through the Marketplace Platform, the Customer shall ensure that all agreements, contracts, or other binding commitments (collectively, "Contracts") entered into with Sellers or any other third party on the Marketplace Platform are:

(i) In full compliance with the terms and conditions of this Agreement, including, but not limited to, the Acceptable Use Policy and the provisions related to Intellectual Property Negotiation.

(ii) Consistent with applicable laws, regulations, and standards governing the subject matter of the Contract, ensuring that all engagements are conducted in a lawful and ethical manner.

(iii) Duly authorized and executed by individuals who have the requisite legal authority and capacity to bind the Customer or the respective third party to the terms of the Contracts.

(g) Authority to Enter into Contracts. Customer represents and warrants to Provider that Customer and any Authorized User acting on Customer's behalf have the full right, power, and authority to enter into and perform their obligations under any contracts or agreements facilitated through the Marketplace Platform. Customer further represents and warrants that any such contracts or agreements entered into through the Marketplace Platform do not and will not conflict with, result in a breach of, constitute a default under, or violate any law, rule, regulation, order, judgment, agreement, or instrument to which Customer or any Authorized User is a party or by which Customer or any Authorized User is bound.

(h) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Provider services or website confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

4. Support. This Agreement does not entitle you to any support, maintenance, upgrades, or modifications for the Provider Services and Website.

5. Service Fee. In consideration of Provider's access grant, Customer shall pay to Provider the service fee in accordance with fee schedule located at the Terms and Conditions, which is incorporated herein by reference. The service fee must be paid by Customer in accordance with the payment terms set forth in the Terms and Conditions. Failure to make timely payments may result in suspension or termination of access to the Provider Services and Website, at Provider's sole discretion.

6. Confidential Information. During the term of this Agreement and thereafter, Customer shall maintain the confidentiality of any proprietary or confidential information disclosed by Leyline Technologies Inc. ("Confidential Information") with at least the same degree of care that it uses to protect its own confidential information, but in no event less than reasonable care. Confidential Information shall include, but is not limited to, any and all information related to Leyline Technologies Inc.'s business, products, services, research, development, pricing, technology, employees, customers, marketing plans, and strategies. Notwithstanding the foregoing, Confidential Information does not include information that: (a) was publicly known and made generally available in the public domain prior to the time of disclosure by Leyline Technologies Inc.; (b) becomes publicly known and made generally available after disclosure by Leyline Technologies Inc. through no action or inaction of Customer; (c) is already in the possession of Customer at the time of disclosure by Leyline Technologies Inc., as shown by Customer's files and records immediately prior to the time of disclosure; (d) is obtained by Customer from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by Customer without use of or reference to Leyline Technologies Inc.'s Confidential Information. Customer shall not, during the term of this Agreement and for a period of five (5) years after its termination or expiration, disclose

any Confidential Information to any third party without the prior written consent of Leyline Technologies Inc. Upon termination or expiration of this Agreement, or upon Leyline Technologies Inc.'s written request, Customer shall promptly return or destroy all Confidential Information and any copies thereof, except for one copy which may be retained solely for legal compliance purposes. Leyline Technologies Inc. shall not be responsible or liable for the disclosure of any Confidential Information if such disclosure is in response to a valid order of a court or other governmental body or is otherwise required by law, provided that Leyline Technologies Inc. shall provide prompt written notice to Customer to allow Customer a reasonable opportunity to seek a protective order or other appropriate remedy.

7. Privacy Policy. Provider complies with its privacy policy available at [\[Link\]](#) ("**Privacy Policy**") in providing the Provider Services and Website. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Provider Services and Website, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with Privacy Policy, as may be amended from time to time.

8. Intellectual Property Ownership; Feedback.

(a) Provider IP. As between you and us, we own all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) Intellectual Property Negotiation. The parties acknowledge that any intellectual property rights associated with goods sold or created via the Marketplace Platform ("Marketplace Intellectual Property") may be the subject of negotiation and agreement between the seller (or creator) and the buyer. Both parties agree that the terms of any such negotiation and agreement regarding the ownership, use, and licensing of Marketplace Intellectual Property will be determined solely between the seller (or creator) and the buyer and must be consistent with the terms of this Agreement and applicable law. Leyline Technologies Inc. is not a party to, and shall not be liable for, any disputes, breaches, or liabilities that may arise from such negotiations or agreements regarding Marketplace Intellectual Property.

(c) Customer Data. As between you and us, you own all right, title, and interest, including all intellectual property rights, in and to Customer Data.

(d) Feedback. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider Services and Website, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation

to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

9. Disclaimer of Warranties. THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. Artificial Intelligence Disclaimer. Notwithstanding the foregoing, Leyline Technologies Inc. expressly disclaims any warranty, representation, or liability related to or arising out of the Artificial Intelligence (AI) functionalities and services integrated within the Provider Services and Website, including but not limited to, the accuracy, reliability, or correctness of AI-generated content or predictions. The AI functionalities are provided "AS IS" and "AS AVAILABLE" for your use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In no event will Leyline Technologies Inc. be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or any other damages or losses, including but not limited to loss of profits, revenue, data, or use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, or use of, the AI functionalities or any other part of the Provider Services and Website. Leyline Technologies Inc. does not assume any responsibility, and will not be liable, for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Provider Services and Website or your downloading of any materials, data, text, images, video, or audio from the Provider Services and Website. The use of AI functionalities within the Provider Services and Website is at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use of such AI functionalities.

11. Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any losses, damages, liabilities, or costs (including attorneys' fees) resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Provider IP in a manner not authorized by this Agreement; or (iii) use of the Provider IP in combination

with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing. In the event Provider seeks indemnification or defense from Customer under this provision, Provider shall promptly notify you in writing of the claim(s) brought against Provider for which Provider seeks indemnification or defense. Provider reserves the right, at its option and in its sole discretion, to assume full control of the defense of the claim(s) with legal counsel of Provider's choice. Customer may not enter into any third-party agreement which would, in any manner whatsoever, affect Provider's rights, constitute an admission of fault by Provider, or bind Provider in any manner, without Provider's prior written consent.

12. Limitations of Liability. PLEASE NOTE THAT PROVIDER WILL NOT BE HELD LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY CUSTOMER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. IN NO EVENT WILL PROVIDER BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, OR FOR ANY INCREASED COSTS, DIMINUTION IN VALUE, OR LOSS OF BUSINESS, PRODUCTION, REVENUES, OR PROFITS. FURTHERMORE, PROVIDER WILL NOT BE HELD RESPONSIBLE FOR ANY LOSS OF GOODWILL OR REPUTATION, USE, INTERRUPTION, DELAY OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY. PLEASE NOTE THAT PROVIDER'S TOTAL LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE SERVICES.

13. Term and Termination. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until Customer discontinues use of Provider Services and Website. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund. This Section 12 and Sections 5, 6, 10, 12, 15, and 16 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

14. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. You will be notified of modifications through notifications or posts and/or direct email communication from us. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Provider services or website after the effective date of the modifications will be deemed acceptance of the modified terms.

15. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any legal suit, action, or proceeding arising out of or related

to this Agreement or the transactions contemplated hereby shall be instituted exclusively in the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum

16. Dispute Resolution. In connection with the use of the Marketplace Platform, related website pages, and services, all users, including Customers, Authorized Users, Sellers, Buyers, Artists, and Clients (collectively, "Users"), agree to resolve any disputes, as it relates to payment disputes, or with Leyline Technologies Inc. ("Provider," "We," "Us"), as to any dispute, in accordance with the following Dispute Resolution Policy. This policy applies to the extent that disputes arise through the use of Our Platform or related websites.

This Dispute Resolution Policy shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

(a) Mediation Clause: In the event of any dispute, controversy, or claim arising from or related to this Agreement, or the breach thereof, the parties hereto agree to attempt in good faith to settle the dispute through mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration or any other dispute resolution procedure. The mediation shall be conducted in the State of Delaware, unless both parties agree otherwise. Each party will bear its own costs in the mediation and will share equally the fees of the mediator unless otherwise agreed. The parties agree to participate in the mediation in good faith with the aim to resolve the dispute within forty-five (45) days from the date of notice of dispute by one party to the other.

(b) Binding Arbitration Clause: Any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement, or the breach thereof, which cannot be resolved through mediation as set forth in the Mediation Clause of this Agreement, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be the State of Delaware, and the arbitration shall be conducted in the English language. The parties agree that the decision of the arbitrator(s) shall be final and binding on the parties. Notwithstanding the foregoing, Leyline Technologies Inc. reserves the right to seek injunctive or other equitable relief in a court of competent jurisdiction to protect or enforce its intellectual property rights or in cases where arbitration is not permitted by law.

17. Attorney Fees. In the event of any litigation, arbitration, or other legal proceedings between Us and You arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable

costs, attorneys' fees, and other expenses incurred by the prevailing party in such litigation, arbitration, or other proceedings.

18. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address available at [URL/or actual address] and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Provider Services and Website. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.