Layer2.finance Terms of Use

Version 1.0 dated 22 April 2021

Please review these Terms of Use of Layer2.finance (the "**Terms**") carefully, as they set forth legally binding terms and conditions between you, Operator and Developer that govern your use of (a) the website located at https://app.l2.finance/ (the "**Website**"); and (b) the Layer2.finance Smart Contracts (as defined below) (including related trademarks, and other intellectual property (together, the "**Layer2.finance Services**") whether such use is via the Website or command line ("**Direct Access**").

By accessing or using the Layer2.finance Services, you ("**you**" or the "**User**") agree to these Terms on behalf of yourself and any entity you represent, and you represent and warrant that you have the right and authority to do so. You further represent and warrant that are fully able and competent to enter into, and abide by and comply with, these Terms.

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Layer2.finance Services including the Website and Layer2.finance Smart Contracts (each as defined below) are not intended for (a) access or use by Excluded Persons (as defined below); or (b) access or use by any person or entity in, or accessing or using the Website from, an Excluded Jurisdiction.

Accordingly, Excluded Persons (as defined below) should not access or use this Website, Layer2.finance Services, Layer2.finance Smart Contracts (each as defined below).

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The Website is owned and operated by FasterThunder Technology Ltd. ("**Operator**"), an entity formed under the laws of the British Virgin Islands and the Layer2.finance Smart Contracts are copyrighted works belonging to cSpeed Ltd ("**Developer**"), also an entity formed under the laws of the British Virgin Islands.

If you submit information, including personal information, through or in connection with the Layer2.finance Services, it will be governed by the privacy policy of the Operator and the Developer, as updated from time to time, and available https://app.l2.finance/ (the "**Privacy Policy**"). You will be prompted to accept the Privacy Policy and these Terms - before connecting a wallet to access and use the Layer2.finance Services.

You accept these Terms by accessing and using the Layer2.finance Services.

1.   DeFi Aggregator

Layer2.finance aims to lower the barriers to entry for users of Layer2.finance to participate in yield generating activities (such as lending, staking, liquidity provision or yield farming) ("**DeFi Yield Activities**") offered by third party Ethereum DeFi platforms ("**3rd Party DeFi Platforms**") by the following :

(a)   allowing digital assets (being ERC-20 tokens) of a User to be deposited at designated smart contract address associated with a Layer2.finance Smart Contracts (as defined below) along with deposited digital assets of other Users; and

(b)   using smart contracts comprising computer code written based on Ethereum's ERC-20 standard ("**Layer2.finance Smart Contracts**") published at Github at https://github.com/celer-network/layer2-finance-contracts to effect fully non-custodial deployment of such deposited assets of such Users based on deployment parameters stipulated by such Users to interact with and access DeFi protocols offered by 3rd party DeFi Platforms to participate in DeFi Yield Activities offered by the same, and through such aggregated deployment, enable sharing of transaction costs typically associated with DeFi Yield Activities amongst Users as such transaction costs will be apportioned and borne by each User accessing and using Layer2.finance to participate in DeFi Yield Activities.

The Website app.l2.finance is a user interface designed to provide convenient access to the Layer2.finance Smart Contracts although the Layer2.finance Smart Contracts and Services are also accessible via Direct Access.

Developer developed and deployed ("**Deployment**") the Layer2.finance Smart Contracts that can be used to participate in DeFi Yield Activities offered by 3rd Party DeFi Platforms as supported by Layer2.finance as indicated on the Website. Neither the Operator nor Developer offers any DeFi Yield Activities.

Because the Layer2.finance Smart Contracts are on Deployment deployed on a public blockchain, they may also be accessible now or in the future through other Ethereum-based smart contract decentralized applications ("**dApps**"). On Deployment, the Ethereum address associated with the Layer2.finance Smart Contracts hold no digital assets. The Website and related technology allows a User to read and display data associated with an Ethereum blockchain address for which that user controls the associated private key and to interact with the Layer2.finance Smart Contracts by generating standardized transaction messages in order to participate in Supported DeFi Yield Activities using the Layer2.finance Smart Contracts.   With the necessary technical expertise, it is possible for a User to generate transaction messages to interact with the Layer2.finance Smart Contracts via Direct Access directly without use of the Website, and there is no prohibition herein, or separate license required or fee payable to Developer, for so doing.

1.1 Connecting a Wallet.   In order to access the Layer2.finance Smart Contracts to engage in transactions using the Website or Direct Access, a User must first connect a wallet ("**Wallet**") to the Layer2.finance Smart Contracts. Users of the Website can connect a Metamask wallet or any other wallet supported by the Website in order to access the Layer2.finance Smart Contracts and to participate in DeFi Yield Activities.

1.2 Governance.   The Website but not the Direct Access will be overseen by Operator. Operator may modify or discontinue support for the Website at any time, in its sole discretion. The Layer2.finance Smart Contracts will not be maintained or modifiable by Operator but will instead be maintained and modified by Developer.

1.3 Transaction Fees.   A transaction fee may be charged for each transaction executed through the Layer2.finance Smart Contracts. The fees may be modified by Developer, in its sole discretion, and will be a payable in either the source digital asset or the destination digital asset at the discretion of Developer. The transaction fee for a specific transaction will be displayed to Users of the Website during the initiation of a transaction and must be accepted by the User before executing such a transaction. The User hereby consents to such fees being debited from either or a combination of both of their source digital asset or destination digital asset at the time the transaction is processed. Users accessing and using the Layer2.finance Smart Contracts via Direct Access will also see a similar fee schedule.

1.4 License.   You are hereby granted a non-exclusive, non-transferable, revocable, limited license to electronically access and use the Website in the manner described in this Agreement. You do not have the right to sublicense the Website. We may revoke or terminate this license at any time if you use, or attempt to use, the Website in a manner prohibited by this Agreement, or if this Agreement is terminated pursuant to Section 6 herein.

The Layer2.finance Smart Contracts are open-source software accessible pursuant to GNU GPL v3.0 License referred to below and are not subject to the limited license described above. For more information regarding the GNU GPL v.30 License applicable to the Layer2.finance Smart Contracts (the "**License**"), please refer to the protocol documentation https://github.com/celer-network/layer2-finance-contracts.

2.   Usage of Layer2.finance Smart Contracts

2.1   Process : The process flow and interaction between a User and Layer2.finance is envisaged to be as follows :

(a)   a User connects such User's digital wallet via on the Interface to deposit such User's digital assets ("**Supported Digital Assets**") supported by Layer2.finance to a L2F Smart Contract ("**Rollup L2F Smart Contract**");

(b)   such User's deposited Supported Digital Assets will then be reflected on Layer2.finance's layer2 chain ("**Rollup Chain**") and on the Interface pending such User's deployment for DeFi Yield Activities; and

(c)   such User will be able to select from a list of DeFi Yield Activities ("**Supported DeFi Yield Activities**" and each "**Supported DeFi Yield Activity**") supported by Layer2.finance and displayed on the Interface along with annual percentage yield (APY) information in respect of each Supported DeFi Yield Activity generated from yield oracle of the 3rd party DeFi protocol associated therewith.

2.2   Participation : To participate in a Supported DeFi Yield Activity, such User has to :

(a)   specify the amount of such User's Supported Digital Assets that such User intends to commit to deploy for participation in such Supported DeFi Yield Activity;

(b)   initiate an irrevocable transaction on the Rollup Chain to commit allocation and deployment of such specified Supported Digital Assets to such Supported DeFi Yield Activity ("**Participation Transaction**");

(c)   the Participation Transaction effected by such User will then be aggregated with Participation Transactions effected by other Users (who have elected to participate in such Supported DeFi Yield Activity) within a time period specified on the Interface ("**Participation Block Period**");

(d)   at the expiry of the Participation Block Period, the Supported Digital Assets committed by all Users under such Participating Transactions will be deployed by a L2F Smart Contract to participate in such Supported DeFi Yield Activity ("**Participation Completion**"),with transaction costs associated with such participation being gas fees shared by each of such Users; and

(e)   subject to Participation Completion of a Participation Transaction of a User, a L2F Smart Contract will issue such User tokens each known as "stToken" ("**Participation Tokens**") to evidence Participation Completion and representing the underlying value of such User's specified Supported Digital Assets that have been deployed to the DeFi Yield Activity applicable to such User's Participation Transaction, and such Participation Tokens :

(i)   will be deposited at such User's wallet address on Rollup Chain from which such User had deployed such User's specified Supported Digital Assets for such Participation Transaction; and

(ii)   can be withdrawn by such User to any wallet address specified by such User; and

2.3   Withdrawal : To withdraw participation in a Supported DeFi Yield Activity, such User has to :

(a)   deposit the Participation Tokens associated with such participation in such User's wallet address on Rollup Chain;

(b)   specify the amount of such User's Supported Digital Assets that such User intends to withdraw from participation in such Supported DeFi Yield Activity by indicating the amount of Participation Tokens that such User intends to be subject of withdrawal;

(c)   initiate an irrevocable transaction on the Rollup Chain to commit withdrawal of such specified Supported Digital Assets from such Supported DeFi Yield Activity ("**Withdrawal Transaction**");

(d)   the Withdrawal Transaction of such User Fund will then be aggregated with Withdrawal Transactions effected by other Users (who have elected to participate in such Supported DeFi Yield Activity) within a time period specified on the Interface ("**Withdrawal Block Period**"); and

(e)   at the expiry of the Withdrawal Block Period, the Supported Digital Assets committed by all Users under such Withdrawal Transactions will be withdrawn by a L2F Smart Contract from participation in such Supported DeFi Yield Activity ("**Withdrawal Completion**"), with transaction costs associated with such withdrawal being gas fees shared by each of such Users;

(f)   subject to Withdrawal Completion of a Withdrawal Transaction of a User, a L2F Smart Contract will cancel such User's Participation Tokens subject of such Withdrawal Transaction to evidence Withdrawal Completion, and underlying Support Digital Assets as represented by such Participation Tokens along with yields from participation in the relevant DeFi Yield Activity :

    (i)   will be deposited at such User's wallet address on Rollup Chain from which such User had deployed such User's Participation Tokens for such Withdrawal Transaction; and

    (ii)   can be withdrawn by such User to any wallet address specified by such User.

3.   Representations & Warranties

You make the following representations and warranties regarding your use of the Layer2.finance Services:

3.1   You represent and warrant that you are legally permitted to use the Layer2.finance Services in your jurisdiction, including that you are legally permitted to own the digital assets and interact with the Layer2.finance Services you use. You further represent and warrant you are responsible for ensuring compliance with the laws of your jurisdiction in connection with your use of the Layer2.finance Services and acknowledge that neither the Operator nor the Developer is liable for your compliance or non-compliance with any such laws.

3.2   You represent and warrant that agreeing to these Terms and your use of the Layer2.finance Services does not constitute, and that you do not expect it to result in, a breach, default, or violation of any applicable law or any contract or agreement to which you are a party or are otherwise bound.

3.3   You represent and warrant that you are not an Excluded Person and are not in an Excluded Jurisdiction, and are not accessing or using Layer2.finance Services from an Excluded Jurisdiction.

For purposes hereof :

(a)   "**Excluded Persons**" refers to the following person(s) : (1) a person who is a citizen, domiciled in, resident of, or physically present / located in an Excluded Jurisdiction; (2) a

body corporate: (a) which is incorporated in, or operates out of, an Excluded Jurisdiction, or (b) which is under the control of one or more individuals who is/are citizen(s) of, domiciled in, residents of, or physically present / located in, an Excluded Jurisdiction; (3) an individual or body corporate included in United Nations Consolidated List (accessible at https://www.un.org/securitycouncil/content/un-sc-consolidated-list); and/or (4) an individual or body corporate which is otherwise prohibited or ineligible in any way, whether in full or in part, under any laws applicable to such individual or body corporate from purchasing, acquiring and/or using the Layer2.finance Services.

(b) "**Excluded Jurisdiction**" means any of the following jurisdictions : (a) Singapore; (b) a jurisdiction identified by the Financial Action Task Force (FATF) for strategic AML/CFT deficiencies and included in FATF's listing of "High-risk and Other Monitored Jurisdictions" accessible at http://www.fatf-gafi.org/publications/high-risk-and-other-monitored-jurisdictions; and/or (c) a jurisdiction in which the Layer2.finance Services would be subject of licensing.

3.4 You represent and warrant that you will not, and will not attempt to, authorize anyone other than you to access any Layer2.finance Smart Contract and/or participate in any DeFi Yield Activity available through the Layer2.finance Services using a Wallet owned by you or a blockchain address for which you control the private keys or otherwise engage in Prohibited Use (as defined below) of the Wallet.

3.5 You represent and warrant that you will not disrupt, interfere with, or otherwise adversely affect the normal flow of the Layer2.finance Services or otherwise act in a manner that may negatively affect other users' experience when using the Layer2.finance Services. This includes taking advantage of software vulnerabilities and any other act that intentionally abuses or exploits the design of the Layer2.finance Services.

3.6 You represent and warrant that you are sophisticated in using and evaluating blockchain technologies and related blockchain-based digital assets, including the Ethereum network, smart contract systems, ERC-20 tokens, automated market making protocols, and automated lending protocols. Specifically, you represent and warrant that you have evaluated and understand the use of the Layer2.finance Services and participation in DeFi Yield Activities using the Layer2.finance Smart Contracts and have not relied on any information, statement, representation, or warranty, express or implied, made by or on behalf of Operator and/or Developer with respect to the Layer2.finance Services and associated with DeFi Yield Activities.

3.7 All of the above representations and warranties are true, complete, accurate and not misleading from the time of your acceptance of these Terms and are deemed repeated each time you use the Layer2.finance Services.

4. Prohibited Use

Users of the Layer2.finance Services may not, directly or indirectly, engage in any of the following activities in connection with their use of the Layer2.finance Services ("**Prohibited Uses**"):

4.1 A violation of any law, rule, or regulation of any jurisdiction that is applicable to the user;

4.2 Violations or breaches of these Terms or any other document from time to time governing the use of the Layer2.finance Services;

4.3   Permit others to access the Layer2.finance Services through your wallet or a blockchain address you control or otherwise engage in transactions using the Layer2.finance Services for any person other than the Wallet owner;

4.4   Perform, or attempt to perform, any actions that would interfere with the normal operation of the Layer2.finance Services or affect the use of the Layer2.finance Services by other users;

4.5   Engage in, or knowingly facilitate, any fraudulent, deceptive, or manipulative transaction activity in any digital asset using the Layer2.finance Services, including by engaging or participating in "front-running", "wash trading", "pump and dump schemes", or similar activities;

4.6   Engage in, or knowingly facilitate, any money laundering, terrorist financing, or other illegal activities;

4.7   Access or attempt to access non-public systems, programs, data, or services;

4.8   Copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Layer2.finance Services except as expressly permitted by applicable laws; and

4.9   Reverse engineer or attempt to reverse engineer the Layer2.finance Services except as expressly permitted by applicable law.

5.   Waivers

5.1   You agree and acknowledge that the Operator, the Developer and their Affiliates shall not be liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with your use of the Layer2.finance Services, the Layer2.finance Smart Contracts, the Website or Direct Access.

For purposes of these Terms, "**Affiliates**" of an entity means the owners, directors, officers employees, advisors, agents of such entity and companies in which such entity has an interest.

5.2   You undertake not to initiate or participate, and waive the right to participate in, any class action lawsuit or a class wide arbitration against the Operator, the Developer and/or their respectiveits Affiliates.

5.3   By accepting these Terms, you waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against Operator, the Developer and their respcective Affiliates in connection with your use of the Layer2.finance Services, the Layer2.finance Smart Contracts, the Website and/or Direct Access.

6.   Termination

These Terms will remain in full force and effect for so long as you use the Layer2.finance Services. The Operator or the Developer may suspend or terminate your rights to use the Layer2.finance Services at any time for any reason at the Operator's or the Developer's sole discretion, including for any use of the Layer2.finance Services in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Layer2.finance Services will terminate immediately. The Operator and the Developer will not have any liability whatsoever to you for any termination of your rights under these Terms, including blacklisting any network address you provide to the Operator or the Developer. Even after your rights under these Terms are terminated, Sections 7 and 8 of these Terms will remain in effect.

7.   Disclaimers and Limitation of Liability

7.1   Disclaimer. THE LAYER2.FINANCE SERVICES AND WEBSITE APP.L2.FINANCE ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND EACH OF THE OPERATOR AND THE DEVELOPER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. NEITHER THE OPERATOR NOR THE DEVELOPER MAKE ANY WARRANTY THAT THE LAYER2.FINANCE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE LAYER2.FINANCE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

EACH OF THE OPERATOR AND THE DEVELOPER DOES NOT ENDORSE ANY THIRD PARTY AND SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY TRANSACTIONS YOU ENTER INTO WITH ANY OTHER THIRD PARTY. YOU AGREE THAT THE OPERATOR, THE DEVELOPER AND THEIR RESPECTIVE AFFILIATES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY SORT INCURRED AS THE RESULT OF ANY INTERACTIONS BETWEEN YOU AND ANY THIRD PARTY.

7.2   Limitation of Liability. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, INCLUDING LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE FOLLOWING LIMITATION MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE OPERATOR, THE DEVELOPER AND/OR THEIR RESPECTIVE AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF THE LAYER2.FINANCE SERVICES, EVEN IF THE OPERATOR AND/OR THE DEVELOPERHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE LAYER2.FINANCE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

THE OPERATOR, THE DEVELOPER AND THEIR REPSECTIVE AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR FAILURE TO KEEP YOUR PRIVATE KEYS OR LOGIN CREDENTIALS TO YOUR WALLET SECURE OR ANY OTHER UNAUTHORIZED ACCESS TO OR TRANSACTIONS INVOLVING YOUR WALLET.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF THE OPERATOR AND THE DEVELOPER TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF THE AMOUNT OF TRANSACTION FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE LAYER2.FINANCE SERVICES DURING THE PRECEDING TWELVE (12) MONTHS. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

7.3   Indemnification. You agree to indemnify and hold the Operator, the Developer and their respective Affliates ("**Indemnified Party**") harmless, including costs and attorneys' fees, from any loss, claim or demand made due to or arising out of: (i) your use of the Layer2.finance Services; (ii) your violation of these

Terms; (iii) or your violation of applicable laws or regulations. The relevant Indemnified Party reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to provide indemnification, and you agree to cooperate in the defense of these claims. You agree not to settle any matter without the prior written consent of the relevant indemnified party or parties. The relevant Indemnified Party will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

7.4   Taxes.   You are solely responsible for determining the tax implications and tax reporting requirements associated with transactions you engage in involving the Layer2.finance Services, and for paying any applicable taxes in each applicable jurisdiction. Neither the Operator nor the Developer is not responsible for determining whether there are tax implications in connection with transactions involving the Layer2.finance Services, for reporting any such transactions, or for paying any applicable taxes.

7.5   Potential Risks Associated with Use of the Website and Layer2.finance Smart Contracts.

7.5.1   Like all software, the Website and the Layer2.finance Smart Contracts may be subject to exploits. The Operator and the Developer are not responsible for exploits that are not reasonably foreseeable. While the Operator and the Developer have taken a number of precautions to ensure the security of the Website and the Layer2.finance Smart Contracts respectively, the technology is relatively new and it is not possible to guarantee that the code is completely free from bugs or errors. Users accept all risks that arise from using the Website and the Layer2.finance Smart Contracts, including, and not limited to, the risk of any funds being lost due to a failure or exploit of the Website or the Layer2.finance Smart Contracts.

7.5.2   You are solely responsible for securing the private keys associated with any wallet or blockchain address you may use when accessing the Layer2.finance Services. You understand that anyone who obtains your private keys and access to your device may access your wallet or a blockchain address controlled with those private keys with or without your authorization and may transfer any digital assets accessible through your wallet.

7.5.3   The value of any digital asset, where value is attached to such an asset, may fluctuate. The Operator and the Developer make no guarantees as to the price or value of any digital asset on any secondary market, including the yield of DeFi Yield Activities accessible using the Layer2.finance Services.

7.5.4   The following risks are associated with blockchain-based digital assets that may be supplied to the Layer2.finance Smart Contracts or in participation of DeFi Yield Activities : the risk of losing private keys, theft resulting from third parties discovering your private key, value fluctuation of digital assets on the secondary market, disruptions to the Ethereum blockchain caused by network congestion, lack of usability of, or loss of value with respect to, digital assets due to a hard fork or other disruption to the Ethereum blockchain, or errors or vulnerabilities in the smart contract code associated with a given digital asset or transactions involving digital assets. Transfers on the Ethereum blockchain are irreversible. Once an instruction, signed by the required private key(s), to transfer a digital asset from one blockchain address to another has been executed, it cannot be undone.

7.5.5   Support for the Website or Layer2.finance Smart Contracts may be modified or discontinued at any time. The Operator reserves the right, at any time, in the Operator's sole discretion, to modify the Website. The Layer2.finance Smart Contracts may be modified only by the Developer.

7.5.6   In the event of a change to an underlying blockchain network, or other network disruption, resulting in a fork of the existing blockchain into one (or more) additional blockchains, the Layer2.finance Services may not support activity related to any new digital assets created as a result of the fork. In addition, in the event of a fork, transactions on the network may be disrupted, including transactions involving the Layer2.finance Smart Contracts.

7.5.7   The Ethereum blockchain network charges a fee for engaging in a transaction on the network. Those network transaction fees fluctuate over time depending on a variety of factors. You are solely responsible for paying network transaction fees associated with transactions you engage in on the Ethereum blockchain network using the Layer2.finance Services. You are also solely responsible for any other third-party fees that may be incurred in connection with your use of the Layer2.finance Services.

8.   Dispute Resolution.

Subject always to Clause 5 of these Terms, any claim, suit, or dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by arbitration in accordance with the arbitration rules of the British Virgin Islands, before a panel of three (3) arbitrators. Each of the Parties hereby has the right to appoint an arbitrator, and the two (2) appointed arbitrators shall select the third arbitrator. The panel shall reach its decisions by a vote of a majority. Any claim shall be brought individually on behalf of the person or entity seeking relief, not on behalf of a class or other persons or entities not participating in the arbitration and shall not be consolidated with the claim of any person who is not asserting a claim arising under or relating to this contract. The seat of arbitration shall be the British Virgin Islands and the language of any arbitration shall be English. Judgment on any award rendered by the arbitrators may be entered by any court of competent jurisdiction.

9.   Electronic Communications with the Operator

The communications between you and the Operator use electronic means, either through the Website, or electronic mail, or whether the Operator communicates by posting notices on the Website, or communicates with you via email. For contractual purposes, you: (i) hereby consent to receive communications from the Operator in any electronic form; and (ii) hereby agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Operator provides to you electronically satisfy any legal requirement that would also be satisfied if such communications were to be in a hardcopy writing. The foregoing does not affect your non-waivable rights under any applicable law.

10.   Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the British Virgin Islands. You agree that the courts of British Virgin Islands shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with the subject matter or formation (including non-contractual disputes or claims) of these Terms, including to enforce the agreement to arbitrate as provided in Section 8.

The Layer2.finance Services may not be appropriate or available for use in some jurisdictions. The Operator, the Developer and their respective Affiliates do not represent or warrant that the Services or any part thereof is appropriate or available for use in any particular jurisdiction. In choosing to access the Layer2.finance Services, you do so on your own initiative and at your own risk, and you are responsible for complying with all applicable local laws, rules and regulations.

11.   General

11.1   Entire Terms. These Terms constitute the entire agreement between you, the Operator nad the Developer regarding your use of the Layer2.finance Services. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation."

11.2   Severability. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11.3   Relationship of the Parties. Nothing contained in this Agreement will be deemed to be construed by the Parties or any third party as creating a partnership, an agency relationship or joint venture between the Parties or any of their respective employees, representatives, or agents.

11.4   Assignment.   These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without the Operator's and the Developer's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The Operator and the Developer may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

11.5   Changes. Unless otherwise required by applicable laws, these Terms are subject to occasional revision. If the Operator or the Developer make any substantial changes, you will be notified of those changes and accept the updated Terms when you next use the Layer2.finance Services. These changes will be effective upon your acceptance of the updated Terms.   In addition, continued use of the Layer2.finance Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

11.6   Waiver. A waiver by the Operator or the Developer of any right or remedy under these Terms shall only be effective if it is in writing, executed by a duly authorized representative of the Operator or the Developer and shall apply only to the circumstances for which it is given. The failure of the Operator or the Developer to exercise or enforce any right or remedy under these Terms shall not operate as a waiver of such right or remedy, nor shall it prevent any future exercise or enforcement of such right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.