

BYLD Enterprises, LLC dba BYLD Network

Member Terms and Conditions

This Online Membership Agreement (“Agreement”) is between you (“you” or “your”) and BYLD Enterprises, LLC dba BYLD Network. (“BYLD”, “we”, “us”, or “our”). for the supply of products or services accessed on [www.byldnetwork.com](http://www.byldnetwork.com) and affiliated or linked sites including but not limited to free trials and/or Membership-based services. It consists of the terms and conditions below, as well as the BYLD Terms of Use published at [byldnetwork.com/TermsAndConditions](http://byldnetwork.com/TermsAndConditions) and BYLD Privacy Policy published at [byldnetwork.com/PrivacyPolicy](http://byldnetwork.com/PrivacyPolicy). It is effective on the date we provide you with confirmation of your Membership and we receive payment for your initial Membership fees (“Effective Date”). We reserve the right to request certified or notarized copies of original documents evidencing your identity as a prospective member before confirming your Membership or at any time during your Membership and may reject any application to subscribe in our sole discretion. By accessing, logging into and using information provided or published at [www.byldnetwork.com](http://www.byldnetwork.com) (the “Site”) or submitting an application for any of our products or services you hereby agree to the terms and conditions herein.

In consideration of your payment of the Membership fees we grant you the right to access and use our products and services and, if applicable, to install and use any software included with your Membership, as further described in these terms and conditions and in accordance with these term and conditions. We reserve all other rights.

**IMPORTANT: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT EACH OF US IS GIVING UP RIGHTS TO SUE THE OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND.**

We may update these terms and conditions from time to time by notifying you of such changes by any reasonable means, including by posting revised terms and conditions on the Site and in your back office. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised terms and conditions incorporating such changes or otherwise notified you of such changes. By continuing to use or access the Site after we post any changes, you accept the updated terms and conditions.

The "Last Updated" legend above indicates when these terms and conditions were last revised.

**Products and Services.**

We provide educational products and services primarily comprised of live interactive content (supplemented by pre-recorded video and content in other formats) for analyzing, learning and discussing generic information. Information, products and services provided through the Site are solely provided for education purposes and are not personalized to the Member. Our products and services are intended to be used by those over the age of majority and are not suitable for minors. By enrolling to use our services you represent to us that you are not a minor

and that you can legally enter into this Agreement. We may terminate your Membership if we discover that you are under the age of majority.

### **Membership Fees**

You hereby authorize us to (i) charge the initial Membership fee and the first recurring Membership fee to the credit/debit card or other applicable payment method you provide or use with your Membership application (the "Payment Method") on receipt of your application to subscribe for our products and/or services; and (ii) thereafter to automatically charge the Payment Method for each recurring Membership fee payment due and payable under these terms and conditions. By submitting the Payment Method with your application, or any amendment to the Payment Method thereafter, you represent that you are the owner or authorized user of the Payment Method to be charged. You acknowledge and agree that it is your responsibility to ensure the Payment Method remains valid at all times during your Membership, and that you will provide to BYLD all information necessary to allow us to charge the Payment Method (or any valid, replacement credit or debit card) for all amounts due and payable by you to us. You further acknowledge and agree that if the Payment Method expires or otherwise becomes invalid for any reason during your Membership or you otherwise fail to pay any fees when due, then your access to our products and services may be restricted and your Membership may be suspended.

### **Recurring Membership fees are charged every twenty- eight (28) days.**

All fees are charged, and refunds processed, and paid in US dollars (USD). Your card issuer or Payment Method provider may apply fees for foreign currency transactions and may determine the applicable foreign exchange rate for your transaction. We do not have any control over the application of international transaction or foreign exchange fees, or rates and we are not responsible for any differential between the price charged by us or refund paid by us in USD and the total price charged to you or received by you in a foreign currency..

We reserve the right to apply reasonable account maintenance fees and to charge these to your Payment Method. We will advise you in advance of introducing any such charges by notice in writing.

You may update Payment Method and other account information online in your back office.

Your authorization under these terms and conditions allows us to adjust the scheduled charge to reflect any changes to the recurring Membership, other fees (if applicable), or taxes. We will notify you by email, at least ten (10) days prior to making any charge if there is a change to the recurring Membership fee.

**ALL PAYMENT AUTHORIZATIONS REMAIN IN EFFECT UNTIL YOUR MEMBERSHIP IS CANCELLED BY YOU OR BY US.**

## Intellectual Property

The Site and all materials, including images, illustrations, designs, icons, photographs, video clips, software and written and other materials that are part of the Site (collectively, the "Contents") may be subject to copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by us, one of our affiliates, or by third parties who have licensed their materials to BYLD and may be protected by U.S. and international copyright laws. Subject to your compliance with these terms and conditions, and solely for so long as you are permitted by BYLD, you may access, view, download, and print the Contents for your personal, non-commercial use only; provided, however, that you (1) retain all copyright, trademark, or other proprietary designations contained on all Contents; (2) do not modify or alter the Contents in any way except as expressly permitted; and (3) do not provide or make available the Contents to any third party in a commercial manner. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site or any related software.

### User Account, Comments, and Ideas,

You certify that any content you provide on or through the Site including your participation in live educational sessions is accurate and that the information you provide on or through the Site is complete.

You are solely responsible for maintaining the confidentiality and security of your account including username and password. We are not responsible for any losses arising out of the unauthorized use of your account. Intentional sharing of your username and password may be grounds for us to terminate your Membership. You agree that we do not have any responsibility if you lose or share access to your device or your account. Any agreement between you and the issuer of your credit card, debit card, or other Payment Method will continue to govern your use of such Payment Method on the Site. You agree that we are not a party to any such agreement, nor are we responsible for the content, accuracy, or unavailability of any method used for payment.

Except as otherwise provided by law or expressly stated in these terms and condition, at any time without notice to you, we may (1) change, restrict access to, suspend, or discontinue the Site or any portion of the Site; or (2) change, modify, or waive any fees required to use any services, functionality or other content available through the Site or any portion of the Site.

We do not claim ownership of any questions, statements, comments, feedback or reviews submitted or offered by you on or through this Site ("Comment(s)") or ideas, concepts, or know-how ("Ideas"). By making any Comment or disclosing Ideas, you agree that such Comment and/or Idea is non-confidential, non-proprietary, and may be disseminated or used by us or other Members to enhance our products and services without compensation to you. If you

make a Comment or provide an Idea, you automatically grant or warrant that the owner of such content has expressly granted, us a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display (publicly or otherwise) the Comments and Ideas in any media or medium, or any form, format, or forum now known or hereafter developed.

You agree that you will not make any Comment or provide any Idea that is, in whole or in part, libelous; scandalous; inflammatory; discriminatory; defamatory; false; threatening; vulgar; obscene; pornographic; profane; abusive; harassing; invasive of another's privacy; hateful or bashing; aimed at gender, race, color, sexual orientation, national origin, religious views, or disability; in violation of local, state, national, or international law; or that infringes on, or violates, any right of any party. Additionally, you agree that in using our products or services you will not: (a) make any Comment or provide any content that is an advertisement or solicitation of business; (b) disrupt the normal flow of dialogue or make a Comment or statement unrelated to the topic being discussed (unless it is clear the discussion is free-form); (c) post a chain letter; (d) impersonate another person; (e) distribute viruses or other harmful computer code; (f) harvest or otherwise collects information about others, including email addresses, without their consent; (g) post the same note more than once or engage in "spamming"; (h) share or sell your account access, username and password with or to third-parties; or (i) engage in any other conduct that restricts or inhibits any other person from using or enjoying the site, or which, in our sole and exclusive judgment, exposes us or any of our officers, employees, contractors, independent business owners, licensors, partners, educators or customers to any liability or detriment of any type, violates any policy posted on the Site or is intended to cause harm, damage, disable or otherwise interfere with our business.

Under no circumstances will you make any Comment or contribute any content that states or implies, directly or indirectly, that our products and services facilitate, or offer access to online platforms for, investment or online trading in securities, currency (including cryptocurrencies) or other financial or investment products or services. You may not use our products or services to provide personalized recommendations or advice on investment strategy, provide any regulated financial services, act as a registered investment advisor or broker-dealer, provide access to trading or brokers or facilitate mirror trading.

You are solely responsible for any Comments you make, the consequences of making a Comment, and your reliance on any Comments. We are not responsible for the consequences of any Comment and while we do monitor the Site and live sessions on a random audit basis we are not obliged to, and do not accept responsibility for screening or monitoring Comments.

You consent to us at our option recording any live sessions you participate in and any Comment you make on the Site for the purposes of providing our products and services and investigating any allegation that a Comment does not comply with these terms and conditions. We may remove or request the removal of Comments which are abusive, illegal, disruptive, or outdated, or that otherwise fail to comply with these terms and conditions.

## **Privacy**

You acknowledge that any personal information that you provide through the Site, online or otherwise will be used by us in accordance with the BYLD Privacy Policy (published at [byldnetwork.com/PrivacyPolicy](http://byldnetwork.com/PrivacyPolicy) which may be updated by us from time to time).

### **LIMITATION OF LIABILITY.**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, IN NO EVENT WILL BYLD, OR ITS DIRECTORS, AFFILIATES, OFFICERS, EMPLOYEES, CONTRACTORS, IBOS, AGENTS OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR TO ANY OTHER PERSON, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL LOSSES OR DAMAGES, OR ANY OTHER LOSSES OR DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO YOUR MEMBERSHIP OR PARTICIPATION IN BYLD PRODUCTS OR SERVICES OR YOUR USE OF THE SITE, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. SUBJECT TO THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, BYLD WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE MEMBERSHIP FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE SITE AND YOUR MEMBERSHIP DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, BYLD WILL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY MEMBER OR OTHER USER OF THE SITE.

## **Indemnification**

You agree to defend, indemnify, and hold us harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Site or any breach by you of these terms and conditions. We reserve the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with us if and as requested by us in the defense and settlement of such matter.

## **Disputes & Arbitration; Applicable Law.**

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Using or accessing the Site and/or enrolling as Member constitutes your acceptance of this Arbitration provision. Please read it carefully as it provides that you and we will waive any right to file a lawsuit in court or participate in a class action for matters within the terms of the Arbitration provision. We welcome you to contact Customer Service regarding issues or concerns you may have. This arbitration agreement does not in any way alter your ability to bring concerns to the attention of Customer Service at [admin@byldnetwork.com](mailto:admin@byldnetwork.com).

#### A. Class Action Waiver and Agreement to Arbitrate.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND BYLD WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT BYLD AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

#### B. Arbitration Process and Procedure.

The arbitration will be administered by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules") and as modified by this agreement to arbitrate. The JAMS Rules, including instructions for bringing arbitration, are available on the JAMS website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Minimum Standards are available at <https://www.jamsadr.com/consumer-minimum-standards>.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of these terms and conditions and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these terms and conditions, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these terms and conditions will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

#### C. Applicable Law.

These terms and conditions will be governed by and construed under the laws of the United States (including federal arbitration law) and the State of Wyoming without regard to conflicts of law principles.

## **Termination**

These terms and conditions are effective from the Effective Date unless and until terminated by either you or us. You may terminate your Membership at any time, provided that you discontinue any further use of the Site and cancel your Membership. We also may terminate these terms and conditions at any time and may do so immediately without notice, and deny you access to the Site, if in our sole discretion we determine that you have failed to comply with any term or provision of these terms and conditions (“Cause”). If we cancel your Membership for Cause no refund will be due to you. If we cancel your Membership other than for Cause no refund or credit will be due to you except for the unused portion of the then current month’s Membership fee. We reserve the right in our sole discretion to approve or deny the reactivation of a cancelled Membership. If you apply to reactivate a cancelled Membership within six (6) months of cancellation your account may only be reactivated with the same IBO enroller as your prior Membership.

You may cancel your Membership by emailing [admin@byldnetwork.com](mailto:admin@byldnetwork.com) or using the cancellation option in your back office.

The following sections survive termination of these terms and conditions: Intellectual Property; User Accounts, Comments and Ideas; Limitation of Liability, Indemnification; Disputes & Arbitration; and Applicable Law.

## **General**

These terms and conditions represent the complete agreement and understanding between you and us and supersede all prior agreements and representations between you and us with respect to the subject matter of these

terms and conditions. These terms and conditions do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and us. Headings used in these terms and conditions are for reference purposes only and in no way define or limit the scope of the section. If any provision of these terms and conditions is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the other terms of these terms and conditions will remain in full force and effect. The failure by us to act with respect to a breach of these terms and conditions by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these terms and conditions without our express prior written consent. We may assign, transfer, or sublicense any

or all of our rights or obligations under these terms and conditions without restriction. Any use of the term "including" or variations thereof in these terms and conditions shall be construed as if followed by the phrase "without limitation." Notices to you (including notices of changes to this these terms and conditions) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these terms and conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms and conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **Additional Terms and Programs**

We may from time to time and in our discretion incorporate additional terms to these terms and conditions that govern specific benefits and programs for Members.