PUBLIC OFFER AGREEMENT

TERMS OF SERVICE FOR METALAYER WEB AND ASTRALAYER

Effective Date: 30 October 2026

This Public Offer Agreement (the "Agreement") constitutes a formal offer by **OptiLayer FZ-LLC**, a company incorporated in the United Arab Emirates, Emirate of Dubai (hereinafter referred to as the "Company", "Provider", or "Licensor"), to enter into an agreement with any individual or legal entity wishing to use the MetaLayer Web and AstraLayer software products.

By registering an account, purchasing a subscription, clicking an acceptance checkbox, or otherwise using the paid features of MetaLayer Web or AstraLayer, the User confirms that they have read, understood, and unconditionally accepted the terms of this Agreement.

1. DEFINITIONS

1.1. Company means OptiLayer FZ-LLC, a legal entity incorporated in the United Arab Emirates, Emirate of Dubai.

1.2. Product / Service means MetaLayer Web and AstraLayer, software products provided by the Company over the Internet under the Software as a Service (SaaS) model, including their features, modules, interfaces, updates, and related tools.

1.3. Website means the Company's official website through which the Product is offered and subscriptions are purchased: www.optilayer.com, including online.optilayer.com.

1.4. User means any individual or legal entity that registers an Account and/or purchases a Subscription to use the Product.

1.5. Account means the User's personal account created within MetaLayer Web or AstraLayer to access the Product.

1.6. Subscription means a paid right to access and use the Product for a specified period under the selected subscription plan.

1.7. Subscription Plan means a pricing plan defining the available functionality, usage limits, and applicable fees.

1.8. Billing Period means the period for which the Subscription is purchased, such as monthly, annually, or another period specified at checkout.

1.9. Acceptance means the User's full and unconditional acceptance of this Agreement through the actions described in Section 2.

2. SUBJECT MATTER AND ACCEPTANCE OF THE AGREEMENT

2.1. The Company grants the User a limited, non-exclusive, non-transferable right to access and use MetaLayer Web and AstraLayer under the SaaS model, subject to the terms of the selected Subscription Plan.

2.2. The Product is provided remotely through the Internet. No ownership or exclusive intellectual property rights in the software, source code, architecture, algorithms, design, or other intellectual property are transferred to the User.

2.3. This Agreement is concluded electronically and does not require the execution of a physical document.

2.4. Acceptance of this Agreement occurs when the User performs one or more of the following actions:

- registers an Account and confirms acceptance of this Agreement;
- checks the relevant acceptance box during checkout;
- completes payment for a Subscription;
- begins using paid features of the Product after accepting these terms.

2.5. The Agreement becomes effective upon confirmation of the User's Acceptance by the Company, including confirmation of successful payment where payment is required.

2.6. Electronic records, payment confirmations, account activity logs, and electronic communications may serve as evidence of the conclusion and performance of this Agreement, subject to applicable law.

2.7. The User represents and warrants that:

- they have the legal capacity and authority to enter into this Agreement;
- they meet the minimum legal age requirements applicable to entering into contracts;
- all information provided during registration is accurate;
- they enter into this Agreement voluntarily;
- they are authorized to use the payment method provided.

3. ACCESS TO THE PRODUCT

3.1. To use the Product, the User must register through the Website or directly within the MetaLayer Web or AstraLayer interface.

3.2. Upon successful registration, the User will receive an Account and corresponding login credentials.

3.3. Access to paid features will be activated after successful payment confirmation by the payment provider or the Company.

3.4. The functionality available to the User is determined by the Subscription Plan selected at the time of purchase.

3.5. The Company may provide updates, improvements, additional modules, and new features of the Product.

3.6. The Company may perform maintenance and technical operations necessary to ensure the security, stability, and development of the Product. Where reasonably possible, Users will be notified in advance of planned maintenance that may materially affect availability.

3.7. The Company does not guarantee uninterrupted availability of the Product in circumstances beyond its reasonable control, including failures of telecommunications networks, third-party infrastructure, data centers, or external services.

3.8. The User is responsible for providing the hardware, software, and Internet connection necessary to access and use the Product.

4. SUBSCRIPTION FEES AND PAYMENT

4.1. Subscription fees are determined by the pricing plans published on the Website.

4.2. Prices are displayed in the currency specified during checkout. The primary billing currency is USD.

4.3. Payments may be made using the payment methods available on the Website, including bank cards and third-party payment service providers.

4.4. The User's payment obligation is considered fulfilled once the Company receives confirmation that the payment has been successfully processed.

4.5. The Company does not store complete bank card details unless expressly required by the payment infrastructure and permitted under applicable law.

4.6. Bank fees, payment processing fees, and currency conversion charges may be imposed by the relevant financial institutions.

4.7. Taxes and mandatory charges shall be applied in accordance with applicable laws. Any taxes not included in the displayed price will be identified separately during checkout where required.

4.8. The Company reserves the right to change its Subscription fees. Updated prices shall apply to new Subscriptions and subsequent Billing Periods following prior notification to affected Users. Price changes shall not retroactively affect already paid Billing Periods.

4.9. By completing a purchase, the User confirms acceptance of the Subscription price, billing frequency, and other conditions displayed immediately before payment.

5. AUTOMATIC SUBSCRIPTION RENEWAL

5.1. Where the User has expressly agreed to automatic renewal during checkout, the Subscription will automatically renew for successive Billing Periods of the same duration.

5.2. The Company or its payment provider may charge the payment method previously provided by the User to process automatic renewals.

5.3. Before purchasing a Subscription, the User will be informed of:

- the Subscription price;
- the Billing Period;
- the frequency of recurring payments;
- the procedure for cancelling automatic renewal.

5.4. The User may disable automatic renewal at any time through the Account settings or by contacting the Company's support team at support@optilayer.com.

5.5. Disabling automatic renewal prevents future recurring charges but does not automatically terminate the already paid Billing Period.

5.6. Following cancellation of automatic renewal, the User retains access to the paid features until the end of the current Billing Period, unless otherwise required by applicable law or agreed by the parties.

5.7. If a renewal payment fails, the Company may make reasonable additional payment attempts or temporarily restrict access to paid features until payment is successfully received.

5.8. The User is responsible for maintaining valid payment details and ensuring sufficient funds are available for recurring payments.

6. SUBSCRIPTION CANCELLATION AND REFUNDS

6.1. The User may cancel automatic renewal at any time in accordance with Section 5.4 of this Agreement.

6.2. Following cancellation of automatic renewal, access to paid features will remain available until the end of the current paid Billing Period.

6.3. Unless otherwise required by mandatory applicable law, payments for an already commenced Billing Period are non-refundable solely because the User has not used the Product, has used it partially, or has decided to discontinue using it.

6.4. In the event of a material technical failure, a material breach of the Company's obligations, or the Company's inability to provide the paid Service due to its own fault, the User may request correction of the issue, restoration of the Service, a proportionate refund, or any other remedy available under applicable law.

6.5. Where a refund is due, it will generally be processed to the original payment method unless otherwise agreed by the parties or required by the payment provider or applicable law.

6.6. Refund processing times depend on the payment provider and the relevant financial institution. The Company will initiate approved refunds within a reasonable period.

6.7. Nothing in this Section limits any mandatory consumer rights relating to cancellation, refunds, or compensation under applicable law.

7. COMPANY RIGHTS AND OBLIGATIONS

7.1. The Company shall:

- provide access to the Product after the applicable payment requirements have been fulfilled;
- use reasonable efforts to maintain the functionality of the Product;
- implement reasonable technical and organizational security measures;
- address identified technical issues within a reasonable timeframe;

- provide Users with information regarding the main terms of Product usage;
- review User support requests.

7.2. The Company shall have the right to:

- develop, update, and improve the Product;
- modify the interface and individual features, subject to applicable mandatory legal requirements;
- engage third-party service providers for hosting, payment processing, technical support, and Product infrastructure;
- restrict or suspend access in circumstances provided for in this Agreement;
- perform maintenance and technical operations;
- send service-related notifications to Users;
- amend this Agreement in accordance with Section 14.

8. USER RIGHTS AND OBLIGATIONS

8.1. The User shall:

- comply with this Agreement;
- provide accurate registration information;
- maintain the confidentiality of Account credentials;
- not share Account access with third parties unless permitted by the applicable Subscription Plan;
- use the Product only for lawful purposes;
- respect the intellectual property rights of the Company and third parties;
- refrain from attempting unauthorized access to the Product or its infrastructure.

8.2. The User shall not:

- copy, decompile, modify, reverse engineer, or otherwise attempt to derive the source code of the Product, except where expressly permitted by mandatory applicable law;
- circumvent technical limitations or security mechanisms;
- perform automated data collection or scraping without the Company's authorization;
- distribute malicious software;
- use the Product for unlawful activities;
- interfere with servers, APIs, or other components of the Product;
- resell, rent, sublicense, or otherwise provide third parties with access to the Product without the Company's prior written consent;
- use the Product in a manner that creates excessive infrastructure load or disrupts other Users.

8.3. The User is responsible for maintaining the security of their Account credentials and for activities conducted through their Account, except where unauthorized access results from the Company's fault.

8.4. The User shall promptly notify the Company of any suspected unauthorized access to their Account.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. All intellectual property rights in and to MetaLayer Web and AstraLayer, including source code, architecture, algorithms, design, graphical elements, databases, trademarks, documentation, and other intellectual property, belong to the Company or are lawfully licensed to the Company.

9.2. This Agreement does not transfer any ownership or exclusive intellectual property rights in the Product to the User.

9.3. The User receives only a limited right to use the Product within the scope of the selected Subscription Plan and during the applicable Subscription period.

9.4. The User retains all rights to their own materials, data, and content uploaded to the Product, unless otherwise agreed in a separate agreement or required by applicable law.

9.5. The User grants the Company a limited, non-exclusive right to process, store, reproduce, and technically modify uploaded materials solely to the extent necessary to provide, support, secure, and improve the Product, in compliance with applicable data protection laws.

9.6. The Company does not acquire ownership of User data as a result of its upload or use within the Product.

10. USER DATA AND CONFIDENTIALITY

10.1. The Company processes Users' personal data in accordance with applicable UAE data protection legislation, including Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data, to the extent applicable to the relevant processing activities.

10.2. The categories of personal data collected, purposes and legal bases of processing, retention periods, third-party disclosures, international transfers, and data subject rights are described in the Company's separate Privacy Policy.

10.3. The Company may engage technical contractors, cloud service providers, payment processors, and other service providers to operate the Product, subject to applicable legal requirements.

10.4. The Company implements reasonable technical and organizational measures to protect information against unauthorized access, loss, alteration, and disclosure.

10.5. The User shall not upload information to the Product where such processing would violate applicable law, third-party rights, or this Agreement.

10.6. Service-related notifications concerning payments, security, technical changes, and Account operations may be sent to the User without requiring separate consent to marketing communications.

11. LIMITATION OF LIABILITY

11.1. The Product is provided as a SaaS solution in accordance with its current functionality and technical specifications.

11.2. The Company does not guarantee that the Product will satisfy every individual expectation of the User unless such functionality is expressly specified in the relevant Subscription Plan or a separate agreement.

11.3. The Company shall not be liable for:

- inability to access the Product due to failures of the User's hardware or software;
- Internet connection failures or disruptions in third-party telecommunications networks;
- actions or failures of banks and payment providers;
- unlawful acts of third parties, provided the Company has taken reasonable security measures;
- consequences arising from the User's violation of this Agreement;
- business decisions made by the User based on information obtained through the Product.

11.4. To the maximum extent permitted by applicable law, the Company shall not be liable for indirect or consequential losses, loss of profits, or loss of business opportunities, except where such losses result from the Company's wilful misconduct or where liability cannot legally be excluded.

11.5. To the maximum extent permitted by applicable law, the Company's aggregate contractual liability to the User shall be limited to the total amount actually paid by the User for the relevant Product during the twelve (12) months preceding the event giving rise to the claim.

11.6. Nothing in this Section excludes or limits liability that cannot be excluded or limited under applicable law, including liability for wilful misconduct and mandatory consumer protection rights.

12. SUSPENSION AND TERMINATION OF ACCESS

12.1. The Company may temporarily restrict access to the Product in the following circumstances:

- material violation of this Agreement by the User;
- suspected fraud or unlawful activity;
- attempts to obtain unauthorized access to the infrastructure;

- threats to the security of the Product or other Users;
- failure to pay Subscription fees;
- compliance with mandatory legal or governmental requirements.

12.2. Where reasonably possible, the Company shall notify the User before suspending access and provide a reasonable opportunity to remedy the violation.

12.3. The Company may terminate this Agreement in the event of a material breach by the User that remains unremedied within a reasonable period after notification, or immediately where required for security or legal compliance reasons.

12.4. The User may terminate their use of the Product by cancelling the Subscription and/or deleting the Account through the available interface or by contacting the Company's support team.

12.5. Termination of this Agreement does not release either party from obligations accrued prior to the effective date of termination.

12.6. Following termination, the Company may delete Account data in accordance with its data retention policies and applicable legal requirements. Before termination, the User should independently export or save any data they wish to retain, where such functionality is available.

13. FORCE MAJEURE

13.1. Neither party shall be liable for a failure or delay in performing its obligations where such failure or delay results from circumstances beyond its reasonable control that could not reasonably have been foreseen or prevented.

13.2. Such circumstances may include natural disasters, war, civil unrest, epidemics, terrorist acts, major telecommunications infrastructure failures, governmental actions, and other comparable events.

13.3. The affected party shall notify the other party within a reasonable period, where such notification is possible.

13.4. If a force majeure event continues for more than sixty (60) calendar days and makes performance impossible, either party may initiate termination of this Agreement. The User's rights to a refund for Services not provided shall remain unaffected to the extent required by applicable law.

14. AMENDMENTS TO THIS AGREEMENT

14.1. The Company may amend this Agreement by publishing an updated version on the Website.

14.2. The amended version shall become effective on the date specified in the updated document or, if no date is specified, on the date of publication.

14.3. Material changes affecting active Subscriptions shall be communicated to Users in advance through email, Account notifications, or another available communication channel.

14.4. Amendments shall not retroactively affect already paid Billing Periods unless required by law or agreed by the parties.

14.5. If the User does not agree with the amended terms, they may disable automatic renewal and discontinue using the Product. Any mandatory rights arising from material changes shall remain unaffected.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. This Agreement shall be governed by the laws of the United Arab Emirates and the applicable laws of the Emirate of Dubai, subject to mandatory consumer protection rules and other mandatory legal requirements applicable to the relationship between the parties.

15.2. The parties shall make reasonable efforts to resolve disputes through good-faith negotiations and written complaints.

15.3. The period for reviewing a written complaint shall be thirty (30) calendar days from receipt, unless another period is prescribed by applicable law.

15.4. If the dispute cannot be resolved amicably, it shall be submitted to the competent courts of the Emirate of Dubai, United Arab Emirates, to the extent such jurisdiction is permitted under applicable law.

15.5. Where the User qualifies as a consumer, nothing in this Agreement shall deprive the User of the right to bring proceedings before a court or competent authority having jurisdiction under mandatory applicable law.

16. FINAL PROVISIONS

16.1. This Agreement constitutes the entire agreement between the Company and the User concerning its subject matter, unless otherwise provided in a separate written agreement.

16.2. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16.3. The Company's failure to enforce any provision of this Agreement shall not constitute a waiver of its rights.

16.4. The Company may engage third parties to perform its obligations while remaining responsible to the User to the extent required by applicable law.

16.5. This Agreement may be accepted electronically. Electronic acceptance shall have legal effect to the extent recognized under applicable law.

16.6. Official notices may be sent to the email address provided during registration or through the User's Account interface.

16.7. This Agreement shall enter into force upon publication on the Website and remain effective until withdrawn or replaced by a new version.

17. COMPANY DETAILS

Service Provider / Licensor:

Legal Name: OptiLayer FZ-LLC

Jurisdiction: United Arab Emirates, Dubai

Registered Address: Dubai Media City, DMC Building 5, 73030 Dubai, United Arab Emirates

Official Website: www.optilayer.com

Customer Support: support@optilayer.com

END OF AGREEMENT