

Zero Hash Services User Agreement

Last Updated: September 8, 2024

This agreement (“**User Agreement**”) sets forth the respective rights and obligations between you and Zero Hash LLC, a limited liability company formed under the laws of Delaware (“**Zero Hash**”). As used herein, “**you**” and “**your**” refers to the individual or entity agreeing to the terms of this User Agreement either in writing or via electronic acceptance; references to “**we**,” “**us**,” and “**our**” refers to Zero Hash and its affiliates (if applicable). Please read through this User Agreement carefully before registering an account with Zero Hash (“**Account**”) and accessing or using the Services (as defined below).

BY REGISTERING AN ACCOUNT OR ACCESSING OR USING THE SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS USER AGREEMENT IN THEIR ENTIRETY, INCLUDING ANY TERMS INCORPORATED BY REFERENCE.

IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, INCLUDING THE MANDATORY ARBITRATION PROVISION IN SECTION 15, AND THE MANDATORY MERIDIAN NORTH AMERICA, INC. Meridian Terms of Service (“PLATFORM AGREEMENT”) (IF APPLICABLE), INCORPORATED HEREIN BY REFERENCE, DO NOT REGISTER AN ACCOUNT OR ACCESS OR USE THE SERVICES.

1. Scope of Services

- 1.1. **Zero Hash Services.** The Zero Hash Services will be made available to you via the Meridian North America, Inc. (“**Business**”) desktop or mobile application(s) or website(s) (the “**Platform**”), or, if applicable, directly through the Zero Hash System (defined below). The method through which this Agreement is made available to you, either via a third party or directly from Zero Hash, ***shall dictate the terms applicable to you as noted below.***

By registering an Account with Zero Hash either through the Platform, you will, if permitted by the Platform, be able to:

- (i) deposit and withdraw supported fiat currencies to and/or from your Account;
- (ii) engage in fiat currency transfers or other transactions using fiat currency, as applicable (“**Transactions**”) through the Platform, including sending fiat currency from your available Account balance to: (a) a designated recipient and outside of Zero Hash’s control (“**Remittance Services**” as further described below); and/or (b) other Business and Zero Hash joint customers (a “**P2P Transaction**” as further described below);
- (iii) track your Transactions and Account balance(s) through the Platform;
- (iv) if available to you through the Platform, fund or receive funds from your Account via ACH transfers (“**ACH Services**” as further described below); and
- (v) view the sum of all Transaction obligations due (“**Settlement Services**” as further described below) (with Sections 1.1(i) - (v) collectively being the “**Services**” herein).

- 1.1.1. **Zero Hash System Access.** As used herein, “**Zero Hash System**” refers to the interface through which certain participants can fund their Account, track movements of fiat currencies into and out of their Account, and request withdrawals. You may only access the Zero Hash System through the Platform unless provided otherwise by Zero Hash.
- 1.1.1. **P2P Transactions.** Where applicable, Zero Hash may accept P2P Transactions entered by you through the Platform, provided that such P2P Transactions are supported by the Platform. By placing a P2P Transaction through the Platform, you are instructing Zero Hash to transfer a specific amount of fiat currency held in your Account and the beneficial ownership thereof to another Zero Hash account holder (including Business, if applicable). You may only transfer fiat currency from your available Account balance as displayed to you through the Platform. P2P Transactions are only allowed between eligible Zero Hash accounts. Any attempt to send fiat currency to an ineligible account will be voided. We reserve the right to charge fees for any P2P Transaction, provided that such fees are disclosed to you in advance of any P2P Transaction. We may, in our sole discretion, place transaction limits on P2P Transactions or reject, for any reason, any P2P Transaction placed by you through the Platform. You are responsible for entering accurate instructions through the Platform for any P2P Transaction. P2P Transaction orders may be placed only in those fiat currencies as permitted on the Platform.
- 1.1.2. **ACH Services.** Where applicable, Zero Hash may allow you to fund or receive funds from your Account, or fund your Transactions, via ACH transfers (“**ACH Transfers**”), provided that such ACH Transfers are supported by the Platform. To engage in ACH Transfers, you must first agree to the Single-Entry ACH Debit or Credit Authorization Agreement or Standing ACH Debit and Credit Authorization Agreement (each an “**Authorization Agreement**”), as applicable, presented to you through the Platform and provide Zero Hash the information requested in the Authorization Agreement and any additional information that may be requested by Zero Hash. You expressly authorize Zero Hash and its affiliates (as applicable) to provide all necessary information (including, but not limited to, Background Information and ACH Transfer information) to any third-party as required for us to provide the ACH Services. You hereby represent and warrant that you have read, understand, and agree to the Zero Hash Electronic Fund Transfer Act Disclosures available [here](#).
- 1.1.3. **Remittance Services.** If enabled by the Platform, you may send a designated amount of fiat currency (“**Transfer Amount**”) in your Account to a designated recipient (“**Recipient**”) that is not a customer of Zero Hash and that is located outside of the United States (each such Transaction, a “**Remittance Transfer**”). For Remittance Transfers, the Recipient must be an individual natural person and will receive the Transfer Amount from a regulated financial institution located outside of the United States (“**Receiving Institution**”) that will deposit the Transfer Amount into the Recipient’s account at the Receiving Institution, either in the fiat currency initially sent to the Recipient or converted to the local currency of the Recipient’s jurisdiction, as directed by you and permitted by the Platform. Zero Hash is not responsible for any Transfer Amount that is transferred to a Receiving Institution and outside of Zero Hash’s control in accordance with your instructions pursuant to the Remittance Transfer submitted to Zero Hash by you through the Platform. You may only engage in a Remittance Transfer using fiat currency from your available Account balance as displayed to you through the Platform. We reserve the right to charge fees for any

Remittance Transfer, provided that such fees are disclosed to you in advance of any Remittance Transfer. We may, in our sole discretion, place transaction limits on Remittance Transfers or reject or cancel, for any reason, any Remittance Transfer placed by you through the Platform. You are responsible for entering accurate instructions through the Platform for any Remittance Transfer. Remittance Transfers may be placed only in those fiat currencies as permitted on the Platform. For international Remittance Transfers, any representation of a Remittance Transfer in a supported fiat currency will be based on the then available exchange rate as determined by the Platform or Receiving Institution, but any such representation in such fiat currency is not a guarantee or promise as to the value of fiat currency that will be received by the Recipient once converted to a local currency. Zero Hash is not responsible for services provided by the Platform or Receiving Institution. Remittance Services may not be available in all jurisdictions.

1.1.4. **P2P Transactions.** Where applicable, Zero Hash may accept P2P Transactions entered by you through the Platform, provided that such P2P Transactions are supported by the Platform. By placing a P2P Transaction through the Platform, you are instructing Zero Hash to transfer any specific fiat currency held in your Account to another Zero Hash account holder. You may only transfer fiat currency from your available Account balance as displayed to you through the Platform. P2P Transactions are only allowed between eligible Zero Hash accounts. Any attempt to send fiat currency to an ineligible account will be voided. We reserve the right to charge fees for any P2P Transaction, provided that such fees are disclosed to you in advance of any P2P Transaction. We may, in our sole discretion, place transaction limits on P2P Transactions or reject, for any reason, any P2P Transaction placed by you through the Platform. You are responsible for entering accurate instructions through the Platform for any P2P Transaction. P2P Transactions may be placed only in those fiat currencies as permitted on the Platform. Any representation of a P2P Transaction in a supported fiat currency will be based on the then available exchange rate, but any such representation in such fiat currency is not a guarantee or promise as to the value of fiat currency that will be transferred.

1.1.5. **Settlement Services.** Zero Hash may function as a calculation agent, acting in good faith and in a commercially reasonable manner to make determinations relating to any adjustments, obligations, disruptions, valuations, and settlements that occur throughout the duration of a Transaction. By engaging in a Transaction through the Platform or through the Zero Hash System, you may be engaging in a certain Transaction from and to other Zero Hash users, which may include, but is not limited to, Zero Hash and its affiliates, the Platform, or other third-parties. Zero Hash shall calculate the Transaction obligations due under open Transactions. Where applicable, Zero Hash will display Transaction obligations owed by or to you via either the Platform or via the Zero Hash System.

YOU UNDERSTAND AND AGREE THAT THE SCOPE OF SERVICES MADE AVAILABLE TO YOU ARE LIMITED TO THOSE OFFERED, OR MADE AVAILABLE, TO YOU THROUGH THE PLATFORM.

2. **Modifications to this User Agreement.** We reserve the right to make changes to this User Agreement at any time and at our sole discretion. If we make changes, we will post the amended User Agreement to the Platform or provide the amended User Agreement directly to you via the Zero Hash System, as applicable, and update the “Last Updated” date above. We may also attempt to, but are not obligated to, notify you by sending an email notice to the address associated with

your Account or by providing notice through the Platform or through the Zero Hash System. The foregoing sentence shall not apply to the extent that prior notice is required by local law, in which case we will notify you of any changes to this User Agreement via email, the Platform, or the Zero Hash System, or as otherwise required by Applicable Law. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Unless we say otherwise in our notice, the amended User Agreement will be effective immediately and will apply to any then current and subsequent uses of the Services, including any pending Transactions. You are responsible for reviewing this User Agreement each time you access or use our Services. Your continued access to or use of your Account or the Services after we update this User Agreement will constitute your acceptance of the changes. If you do not agree to any of the amended terms and conditions, you must stop accessing and using the Services and close your Account immediately. If you decline the User Agreement or any changes or updates thereto, we reserve the right to immediately suspend or close your Account. Please note, if you are located in New York, you have the right under New York law to receive prior notice of any changes to this User Agreement.

3. **Eligibility**

3.1. **General Requirements**

3.1.1. **Individuals.** To register an Account or use the Services, you must be an individual at least eighteen (18) years of age and have the legal capacity to enter into this User Agreement (“**Individual**”). You further represent that you have not previously been suspended or removed from use of the Services. In addition, where applicable, you must have an account in good standing with Business (“**Business Account**”) if you are registering for an Account through the Platform.

3.1.2. **Entities.** To register an Account or use the Services, you must be an entity duly formed and legally authorized to operate in the jurisdiction of your formation (“**Entity**”). You represent and warrant that: (i) you are a legal entity duly organized and validly existing under the Applicable Laws of the jurisdiction of your organization; and (ii) the person entering you into this User Agreement (the “**Authorized Person**”) is duly authorized by you to act on your behalf. You further represent and warrant that the Authorized Person: (a) is at least 18 years of age; (b) has not previously been suspended or removed from using the Services; and (c) has all powers and authority necessary to enter this agreement and in doing so will not violate any other agreement to which you are a party. Zero Hash is not responsible or liable for relying on the representations of your Authorized Persons, agents, employees, contractors, attorneys, financial advisors, or any other person Zero Hash reasonably believes represents you in the acceptance of this User Agreement or in the acceptance of any other instruction through the Platform or through the Zero Hash System. You acknowledge and agree that if you answer “N/A” or “No” to the question of whether you have a website during Zero Hash’s onboarding process of you, then you are representing and warranting to Zero Hash and its affiliates that you do not have a website.

3.2. **Permitted Jurisdictions.** You may only register an Account or use the Services if you, if registering as an Individual, reside in or, if registering as an Entity, are organized and operate in, any country, state, district, territory, or other jurisdiction in which Zero Hash is authorized to provide Services (“**Permitted Jurisdictions**”). A current list of Permitted Jurisdictions, which is incorporated by reference, is available [here](#) and is subject to change at any time. Any updates

to Permitted Jurisdictions shall be updated at the link above. If the link above is down, search "Permitted Jurisdictions" [here](#) or contact us at support@zerohash.com before using the Services enumerated in this User Agreement.

- 3.3. **Restricted Foreign Jurisdictions.** You may not register an Account or access or use the Services if you are located or organized in, under the control of, or a citizen or resident of any state, country, territory, or other jurisdiction to which the United States has embargoed goods or services, or where your use of the Services would be illegal or otherwise violate any Applicable Law of such jurisdiction or of the United States, including any sanctioned country as listed by the U.S. Treasury Department's Office of Foreign Assets Control ("**Restricted Jurisdiction**"). We may implement controls to restrict access to the Services from any Restricted Jurisdiction, including withholding the ability to withdraw assets as reasonably required by law or regulation. You hereby represent and warrant that you are not under the control of, or a citizen or resident of, any Restricted Jurisdiction and that you will not access or use any Services while located in any Restricted Jurisdiction, even if our methods to prevent access to and use of the Services from these jurisdictions are not effective or can be bypassed.
- 3.4. **Restricted Persons and Activity.** You hereby represent and warrant that you have not been identified as, and/or are not owned or controlled by, a Specially Designated National, nor have you or any beneficial owner or controlling person, if applicable, of you been placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, the U.S. Department of State, or any other government where Zero Hash or its affiliates operate and/or you access the Services from (a "**Prohibited Person**"). You further hereby represent and warrant that you will not use our Services if you or any beneficial owner or controlling person of you are at any time hereafter designated a Prohibited Person or to conduct any illegal or illicit activity.
- 3.5. **Services and Your Location.** You understand and agree that the Services made available to you may be limited depending on the Jurisdiction you are accessing the Services from, and Zero Hash reserves the right to restrict the Services made available to you based on your location. You further understand and agree that the Services may be limited or terminated if you are located in or move to a jurisdiction that is not supported by Zero Hash. For example, if you are physically located in, move to, or otherwise attempt to access the Services while in the State of New York, then certain Services may be limited or restricted to you, and any open/resting Transactions (as applicable) may be canceled. Zero Hash shall not be liable to you for any claims relating to the limitation of the Services based on your location or termination of Service resulting from your access of the Service from an unsupported jurisdiction or a limited service jurisdiction (such as the State of New York). You shall hold Zero Hash harmless for any actions taken by Zero Hash resulting from your moving to a new jurisdiction or accessing the Services from an unsupported jurisdiction or limited service Jurisdiction (such as the State of New York).

4. **Account Registration**

4.1. **Information Required to Open Account**

- 4.1.1. **Personal Information.** During the Account registration process for individuals, you must provide the Platform and Zero Hash with information and documentation that we request for the purpose of establishing and verifying your identity ("**Personal Information**"). In

addition, as a condition to accessing and using the Services, you must authorize Business, if applicable, to share your Personal Information with Zero Hash, its affiliates, and applicable third-parties pursuant to the mandatory Platform Agreement, incorporated herein by reference. Personal Information may include, but is not limited to, your name, email address, residential address, phone number, date of birth, investment experience, financial condition and taxpayer identification number. Personal Information may also include documentation, such as copies of your government-issued photo identification (for example, your passport, driver's license, or military identification card), account statements, and other documents as Zero Hash may require. Personal Information may also include certain biometric information such as retina or iris scans, fingerprints, voiceprints, hand scans, facial geometry, and other unique biological information used to confirm your identity ("**Biometric Data**"). Personal Information will be retained by us as needed and at our discretion as permitted by Applicable Law and may be made available to any governmental authority or self-regulatory organization upon reasonable request in accordance with Applicable Laws. You agree to provide accurate, current, and complete Personal Information. For further information on how we use or share your Personal Information and other information you provide us during your use of the Services, see the Zero Hash Privacy Policy discussed in Section 11 below.

- 4.1.2. **Entity Information.** During the Account registration process for entities, you must provide the Platform and/or Zero Hash with information and documentation that we request for the purpose of establishing and verifying your entity information ("**Entity Information**"). In addition, as a condition to accessing and using the Services, you must authorize Business (if applicable) to share your Entity Information with Zero Hash, its affiliates, and applicable third-parties pursuant to the, if applicable, Platform Agreement, incorporated herein by reference. Entity Information may include, but is not limited to, the name, email address, phone number, date of birth, and taxpayer identification number of each of your beneficial owners or controlling persons, in addition to your Employer Identification Number and incorporation documents, letters of good standing, or other corporate information and documentation as applicable and requested by us. Entity Information will be retained by us at our discretion and may be made available to any governmental authority or self-regulatory organization upon reasonable request in accordance with Applicable Laws. You agree to provide accurate, current, and complete Entity Information.

Herein, Personal Information and Entity Information shall collectively be referred to as "**Background Information**".

- 4.2. **Verification.** You hereby authorize Zero Hash, or a third-party service provider that we designate, to take any measures that we consider necessary to confirm, verify, and authenticate the Background Information you provide, continue taking any ongoing measures to maintain confirmation of the accuracy of your Background Information, and take any and all action Zero Hash deems necessary at our sole discretion based on the results. You acknowledge that this process may result in a delay in registering your Account, and that you will not be authorized to access or use the Services until your Account registration has been successfully completed.

5. **Account Authorizations**

- 5.1. **Authorization to Zero Hash.** You understand and acknowledge that: (i) your Account is self-directed, and you hereby appoint Zero Hash as your agent for the purpose of carrying out your instructions you place on the Platform or through the Zero Hash System in accordance with this User Agreement; (ii) Business, or anyone acting on behalf of Business, is not your agent with respect to your (a) instructions placed through the Platform or Zero Hash System, (b) fiat currency balances custodied with Zero Hash, or (c) Transaction decisions including, but not limited to, the purchase, sale, custody, or transfer of fiat currencies; and (iii) Business, or anyone acting on behalf of Business, is not an agent of Zero Hash or its affiliates. You agree that Zero Hash may rely on your instructions placed on the Platform or through the Zero Hash System, and Zero Hash shall not be liable for relying on and executing on such instructions. You hereby authorize Zero Hash to open and close your Account, restrict access to the Zero Hash System, settle, and cancel Transactions, collect and offset any fees or other amounts due to Zero Hash, and take such other steps as are reasonable to carry out your instructions.
- 5.2. **Authorization to Fund Transactions.** You understand and acknowledge that when you submit a Transaction through the Platform to fund your Account or otherwise fund a Transaction, you may, as applicable, be instructing your bank to transfer funds outside of its control to Zero Hash or, if you are utilizing the ACH Services, instructing Zero Hash to debit your bank account via ACH Transfer to transfer funds from your bank account to your Account as required pursuant to your Transaction instructions. You understand and acknowledge that: (i) your Account is provided by Zero Hash and is separate from your bank account; (ii) Zero Hash is not under the control of Business or your bank; (iii) your Zero Hash Account is outside of Business's possession and control, and that Business does not have the ability to monitor or recall the funds after such funds have been transferred to Zero Hash; and (iv) upon transfer from your bank account, the fiat funds will not be provided protection under the Securities Investor Protection Corporation ("SIPC"), nor will they be provided protection under the Federal Deposit Insurance Corporation ("FDIC"). **NEITHER ZERO HASH OR ANY OF ITS AFFILIATES ARE FDIC-INSURED BANKS OR SIPC-MEMBER BROKERAGE FIRMS. FIAT FUNDS HELD BY ZERO HASH ON YOUR BEHALF WILL BE HELD AT CUSTOMERS BANK, BMO HARRIS BANK N.A., LEAD BANK, PEAPACK-GLADSTONE BANK, DIME COMMUNITY BANK, OR FIRST CITIZENS BANK, EACH OF WHICH IS AN FDIC-INSURED BANK.**
- 5.3. **Authorization to Share Information with Business.** If you are registering an Account through the Platform, you hereby authorize us to provide Business, Zero Hash affiliates, and/or an applicable third-party (as discussed below) any of your Background Information, and to continue sharing such information, and any revisions or additions thereto, with Business and/or the applicable third-party on an ongoing basis until your account(s) with Business is/are closed pursuant to the terms and conditions governing such account(s). However, we may retain all Account information, including Account activity and Background Information, as required by this User Agreement and Applicable Law and may share such information with: (i) a governmental authority or other third-party in accordance with any subpoena, regulatory request, court order, Applicable Law, or other legal requirement; (ii) any third-party in order to verify the Background Information in accordance with Section 4 above or to otherwise adhere to our regulatory obligations; (iii) our banks and other financial institutions that we use or may use to process funds in connection with your Transactions; and (iv) the necessary parties in connection with a merger, acquisition, or other business reorganization. For further information on how we use or share your Background Information and other information you provide us during your use of the Services, see the Zero Hash Privacy Policy discussed in Section 11 below.

6. Account Management

6.1. **Account Access.** You will access your Account either: (i) through the Platform by using your username and password connected to your Business Account; or (ii) through the Zero Hash System using your Zero Hash provided username and password connected to your Account (collectively, your “**Login Credentials**”). You may only access your Account using your Login Credentials, or as may be authorized or required by both Zero Hash and Business (as applicable). From time to time, Zero Hash or Business (as applicable) may require you to change your Login Credentials and re-verify your Background Information at their discretion and as a condition to your continued access to and use of your Account and the Services. You hereby represent and warrant that you will not share your Login Credentials with any third-party or permit any third-party to gain access to your Account; and you hereby assume responsibility, to the extent permitted by Applicable Law, for any instructions, Transactions, or actions provided or taken by anyone who has accessed your Account regardless of whether the access was authorized or unauthorized.

6.2. **Account Maintenance.** You are required to keep the information associated with your Account (“**Account Profile**”) updated at all times, and you agree to update your Account Profile immediately upon any changes to Background Information that you previously provided. YOU UNDERSTAND THAT A CHANGE IN YOUR JURISDICTION OF RESIDENCE OR FORMATION MAY IMPACT YOUR ELIGIBILITY TO ACCESS AND USE THE SERVICES, AND HEREBY AGREE TO NOTIFY US IN ADVANCE OF ANY CHANGE IN YOUR JURISDICTION OF RESIDENCE OR FORMATION. PLEASE REFER TO OUR LIST OF PERMITTED JURISDICTIONS IN SECTION 3.2 AND SECTION 3.5 REGARDING HOW A CHANGE IN YOUR JURISDICTION OF RESIDENCE OR FORMATION MAY IMPACT YOUR ACCESS TO THE SERVICES.

As part of our legal compliance program (“**AML Program**”), we will monitor your Account and your use of the Services, and review your Background Information and any transaction related activity on an ongoing basis, as may be required by law and/or pursuant to our internal policies and procedures. At any time, we may require you to provide us with additional Background Information, or any other information reasonably requested, as a condition to your continued access to and use of your Account and the Services. During such time, your access to and use of your Account and the Services may be temporarily restricted.

6.3. **Account Security.** You are solely responsible for managing and maintaining the security of your Login Credentials and any other forms of authentication, and you understand and acknowledge that, to the extent permitted by Applicable Law, we are not responsible (and you will not hold us responsible) for any unauthorized access to and or use of your Login Credentials and/or Account (“**Unauthorized Access**”). You understand and agree that you are solely responsible for maintaining the security of your Login Credentials by periodically updating your Login Credentials and by keeping your Login Credentials and other forms of authentication confidential and separate from each other. You agree to notify us as soon as you become aware of or suspect any Unauthorized Access by emailing support@zerohash.com.

6.4. **Unauthorized Account Activity.** You are solely responsible for monitoring your Account for unauthorized or suspicious instructions, Transactions, or actions (“**Unauthorized Activity**”), and agree that we are not responsible (and you will not hold us responsible) for any Unauthorized

Activity, as permitted by Applicable Law. You acknowledge and agree that you are solely responsible for any Transaction placed through your Account as a result of Unauthorized Activity.

You agree to protect your Account from Unauthorized Activity by: (i) reviewing, on an ongoing basis, your transaction history and your Account Profile; (ii) reviewing, immediately upon receipt, any transaction receipts, confirmations and notices that we may provide through the Platform, post to your Account or send to your email address associated with your Account; (iii) verifying that you received a confirmation from us and, if applicable, the Platform, that a Transaction or instruction you provide is received, executed or canceled, as applicable; and (iv) in the event of not having received any such confirmation, notifying us and, if applicable, the Platform, as soon as possible.

- 6.5. **Potentially Fraudulent Activity.** Zero Hash maintains an [Anti-Fraud Policy](#) designed to detect and prevent fraud and to identify and assess fraud-related risk areas. In furtherance of their Anti-Fraud Policy, Zero Hash shall monitor your use of your Account. Any actual or suspected Unauthorized Access and/or Unauthorized Activity will be treated by Zero Hash as potentially fraudulent (“**Potentially Fraudulent Activity**”). You agree to notify us as soon as possible if you become aware of or suspect any Potentially Fraudulent Activity by emailing support@zerohash.com. For the avoidance of doubt, you are deemed to be aware of Potentially Fraudulent Activity upon receipt of any notice of the occurrence of such activity. Upon receipt of written notice via email to support@zerohash.com from you of any Potentially Fraudulent Activity, Zero Hash and Business (if applicable) will take reasonable and timely steps to protect your Account, including, for example, by temporarily restricting access to your Account, suspending any pending Transactions, and/or requiring you to change your Login Credentials.

You agree to promptly report any Potentially Fraudulent Activity to legal authorities and provide us a copy of any report prepared by such legal authorities via support@zerohash.com. In the event of an investigation of any Potentially Fraudulent Activity, you further agree to: (i) cooperate fully with the legal authorities and Zero Hash in such investigation; (ii) complete any required affidavits promptly, accurately and thoroughly; and (iii) allow Zero Hash, or any third-party designated by us, access to your mobile device, computer, and network as may be relevant to such investigation. You understand and acknowledge that any failure to cooperate in any such investigation may cause delays in regaining access to your Account and any funds.

- 6.6. **Code of Conduct.** You acknowledge and agree that you have read, understood, and agree to comply with the Zero Hash [Code of Conduct](#) at all times when accessing your Account or otherwise using the Services.
- 6.7. **Prohibited Activity.** You hereby acknowledge and agree that you will not use the Services or your Account to: (i) engage in any fraudulent act or engage or attempt to engage in any scheme to defraud, deceive or trick users of the Platform, Business, Zero Hash, or their affiliates; (ii) place any Transaction with no intention to execute; (iii) engage in any disruptive trading or manipulation of the Platform or Services; (iv) make a misstatement of fact to Zero Hash, Business, or their affiliates; (v) violate the laws and regulations applicable to Business, Zero Hash, or their affiliates; (vi) bring disrepute to Zero Hash, Business, or their affiliates in any way; (vii) disclose to any person any Transaction placed by another user; (viii) place any Transaction that has been pre-arranged (or discussed with another Platform user prior to being placed) for

the purpose of creating an artificial price, fictitious trade, or other disruptive, fraudulent, noncompetitive, or unfair impact on the Platform or Services; (ix) place or accept Transactions at the same price, where you or any related party knows that the purpose of the Orders is to artificially create the appearance of activity (transactions commonly known as “wash trades”); (x) prearrange the execution of Transactions for the purpose of passing money between Business Accounts or Zero Hash Accounts; (xi) enter into Transactions for the purpose of assisting another person to engage in transactions that are in violation of this User Agreement or any Applicable Laws; (xii) take a position based upon non-public information regarding an impending Transaction by another user of the Platform; (xiii) engage in any trading, practice, or conduct that demonstrates intentional or reckless disregard for the orderly execution of transactions or involves “spoofing” (i.e., bidding or offering with the intent to cancel the bid or offer before execution); (xiv) place any Transactions using borrowed funds or loans of any kind, including long or short term loans; (xv) engage in any conduct that threatens, harasses, coerces, intimidates, or otherwise attempts to improperly influence another user or any other person, including Business, Zero Hash, and their affiliates; or (xvi) purchase or transfer any product that is illegal to own, contains any illegal or infringing content, has been used in illegal transactions or was derived from illicit means, or otherwise violates or risks violating any Applicable Laws.

6.8. Restricted Business Activity. If you are an Entity, then you shall not use the Services or otherwise use your Account in connection with any of the following businesses, activities, or practices:

1. Restricted Financial Services. Check cashing, bail bonds, or collections agencies, and unlicensed regulated activities, including unlawful lending, depository, money transmission, securities, commodities, and yield generating activities.
2. Intellectual Property or Proprietary Rights Infringement. Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.
3. Counterfeit or Unauthorized Goods. Unauthorized sale or resale of: (i) brand name or designer products or services or counterfeit products or services that are falsely represented as brand name or designer; or (ii) goods or services that are illegally imported or exported or which are stolen.
4. Regulated Products and Services. Marijuana dispensaries and related businesses; sales of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age-restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis.
5. Drugs and Drug Paraphernalia. Sales of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs.
6. Pseudo-Pharmaceuticals. Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.

7. Substances Designed to Mimic Illegal Drugs. Sales of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom, etc.).
8. Adult Content and Services. Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, or adult live chat features.
9. Multi-level Marketing. Pyramid schemes, network marketing, and referral marketing programs.
10. Unfair, Predatory or Deceptive Practices. Investment opportunities or other services that promise high rewards; sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that Zero Hash determines in its sole discretion to be unfair, deceptive, or predatory towards consumers.
11. Gambling Services. Lotteries; bidding fee auctions; sports forecasting or odds making; internet gaming; contests; sweepstakes; games of chance.
12. Weapons Manufacturers or Vendors. Arms dealing; weapons manufacturing or distributing; gunpowder and other explosives.
13. Certain Money Services. Gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Services.
14. High-Risk Businesses. Any activities that Zero Hash determines in its sole discretion pose an elevated financial risk or legal liability, including certain centralized lending or rehypothecation activities utilizing or leveraging decentralized finance protocols.

You hereby represent and warrant that you have commercially reasonable policies and procedures in place to ensure compliance with this Section 6.8. If you have any questions concerning the application of this Section 6.8 to your use of the Services, you may contact Zero Hash at legal@zerohash.com.

7. **Disabling Your Account**

- 7.1. **Disabling Your Account.** You may disable your Account at any time and for any reason unless Zero Hash believes, at our sole discretion, that such action is being performed in an effort to evade an investigation. Disabling an Account will not affect any rights or obligations incurred prior to the date of closure in accordance with this User Agreement. Prior to disabling your Account, your funds reflected in your Account via the Platform or via the Zero Hash System, if applicable, shall be transferred to your Business Account or as directed by you if you do not have an applicable Business Account. You understand that requesting that Zero Hash disable your Account shall not be interpreted as instructions to liquidate your Account. Instructions to liquidate must be placed through the Platform or through the Zero Hash System, and such instructions are solely your responsibility.

You understand and acknowledge that you are solely responsible for any fees, costs, expenses, taxes, charges or obligations (collectively, “**Costs**”) associated with the disabling and closing of your Account and you authorize Zero Hash, where applicable, to deduct any Costs from your Account. In the event any incurred Costs exceed the value of your Account, you understand and acknowledge that you are responsible for reimbursing Zero Hash the value of such Costs and that you will remain liable to Zero Hash for all obligations incurred in your Account, pursuant to this User Agreement, or otherwise, whether arising before or after the closure of your Account or the termination of this User Agreement.

You understand and agree that Zero Hash will retain your Account information in accordance with and as required by Applicable Law and regulatory obligations.

- 7.2. **Account Suspension or Termination.** By using the Services, you understand and acknowledge that we have the right to immediately suspend or terminate your Account and/or freeze any balance(s) in your Account without prior notice if: (i) we suspect, at our sole discretion, you to be in violation of any provision of this User Agreement, our AML Program, or any Applicable Laws or regulations, or that you present a risk to Zero Hash, reputational or otherwise; (ii) we are required to do so by law or by any regulatory authority, court order, facially valid subpoena, or binding order of a government authority; (iii) we suspect any suspicious or Unauthorized Activity or any actual or attempted Unauthorized Access to your Account or Login Credentials; (iv) your Business Account has been suspended or terminated or you no longer have access to the Platform (if applicable); (v) Zero Hash or Business suspend, terminate, or otherwise end their relationship to provide the applicable Services or in the applicable jurisdiction; or (vi) the Account has not been accessed in two (2) years or more. You agree that Zero Hash may surrender any unclaimed or abandoned fiat currency held on your behalf in accordance with each state’s escheatment requirements (a/k/a abandoned property laws).

If your Account has been suspended or terminated, you will be notified at the point of login to the Platform or the Zero Hash System when you attempt to access the Services. We may, at our sole discretion and as permitted by law, provide written notice that your Account has been suspended or terminated.

Upon termination of your Account, unless prohibited by Applicable Law, we may, at our sole discretion, return any funds less any Costs, to your Business Account or as directed by you if you do not have an applicable Business Account. You further understand and acknowledge that you are solely responsible for any Costs associated with the suspension or termination of your Account and you authorize Zero Hash, where applicable, to deduct any Costs from your Account.

8. **Transactions**

- 8.1. **Transaction Placement.** Transactions are placed on the Platform or the Zero Hash System, as applicable, through your Account using your Login Credentials (to the extent that any Login Credentials are required by Business to access its Platform). If you are accessing the Services through the Platform, you may only enter into Transactions as permitted by the Platform and as agreed between you and Business in the applicable Platform Agreement. You acknowledge and agree that: (A) Zero Hash is liable to you for any Transaction limits, fees, commissions, or spreads imposed by Business on your Transactions pursuant to the Platform Agreement

between you and Business, regardless of whether or not the fees, commissions, or spreads are collected by Zero Hash on behalf of Business; and (B) the date or time when you initiate a Transaction may differ from the date or time that your Account is debited. If you are entering Transactions through the Zero Hash System, you may only submit Transactions as permitted by Zero Hash in writing. You further understand that all Transactions will be executed in reliance on your promise that an actual purchase, sale, or transfer is intended (as applicable), and that Zero Hash requires full payment in cleared, non-margined funds at the time a Transaction is filled. Zero Hash does not offer leverage in your Account. Zero Hash will not settle any leveraged transaction. You are responsible for ensuring that you do not place a leveraged or margin Transaction through the Platform. You further understand and acknowledge that you are not permitted to place a Transaction unless you have enough non-margined funds available in your Business Account or Zero Hash account, as applicable, to cover the Transaction plus any fees. You understand and acknowledge that Zero Hash does not guarantee that a Transaction you place will be executed, and you further understand and acknowledge that Zero Hash reserves the right to refuse an instruction by you to place a Transaction or to cancel any Transaction or part of a Transaction for any reason, including, but not limited to, if such Transaction: (i) was placed during a scheduled or unscheduled downtime of Zero Hash; (ii) violates the terms of this User Agreement; (iii) is non-marketable; (iv) we have good reason to suspect that your instruction was for illegal purposes; or (v) we have good reason to believe that your instruction could badly affect our reputation or goodwill or that of our affiliates. If we cancel an Order or refuse an instruction for an Order, we will not be responsible for any losses you suffer as a result. By placing a Transaction, you agree to the terms and conditions of the Transaction as displayed to you on the Platform or Zero Hash System, as applicable. You further understand and acknowledge that: (a) Zero Hash does not offer the ability to set up pre-authorized, automatic, or recurring Transactions ("**Pre-Authorized Orders**") in your Account; (b) any such Pre-Authorized Order feature (if available) is under the exclusive control of Business (if applicable); (c) you must contact Business (if applicable) in order to stop a Pre-Authorized Order before execution or to turn off such a feature in your Account; and (d) Zero Hash is not liable for the placement and execution of any Pre-Authorized Order. Prior to each Transaction, you will be presented with a written disclosure in clear, conspicuous, and legible writing, such disclosures as are customarily given in connection with a transaction of this nature, including : (1) the amount of the Transaction; (2) any fees, expenses, and charges borne by you, including applicable exchange rates; (3) the type and nature of the Transaction; and (4) a warning that once executed the Transaction may not be undone, if applicable.

- 8.2. **Transaction Routing.** All Transactions will be routed to us by or through the Platform, unless you are placing Transactions directly through the Zero Hash System. By using the Services, you understand and acknowledge that all Transactions routed to us by the Business or through the Platform, which are placed on the Platform or the Zero Hash System through your Account using your Login Credentials, are your Transactions, and you agree to be bound by all terms and conditions pertaining to such Transactions in accordance with this User Agreement.
- 8.3. **Source of Funds; Destination of Proceeds.** Zero Hash only authorizes the funding of Transactions using the method enabled by the Platform or Zero Hash System, as applicable, which may include, but is not limited to, using funds maintained in your Zero Hash Account or via ACH Transfers. You understand and acknowledge that you are not allowed to use funds that are not owned by you to enter into Transactions, and that you are not authorized to enter into Transactions on behalf of any third-party. You hereby represent and warrant that all funds used

by you to enter into Transactions (presently and in the future) are owned by you and are not the direct or indirect proceeds of any criminal or fraudulent activity. In all instances, you are responsible for the full amount owed for Transactions entered by you on the Platform or the Zero Hash System. You understand and acknowledge that any request to transfer funds in your Account back to you, including proceeds from sell Transactions (if applicable), shall be returned to your account previously communicated to and approved by Zero Hash, and that you will not have the option to transfer funds to any other fiat account, including any account that you own. Withdrawals of fiat funds are covered in Section 9 below.

- 8.4. **Transaction Limits.** You understand and acknowledge that your use of the Services is subject to a limit on volume (in fiat currency terms) that you may transact in a given time period. Such limits may vary, at our sole discretion, depending on a variety of factors, and we may apply higher limits to certain Account holders at our discretion. You further understand and acknowledge any Transaction limits or basis for triggering a Transaction limit is the confidential and proprietary information of Zero Hash and may not be shared with you or disseminated to any third-party for any reason without Zero Hash's express written consent.
- 8.5. **Transaction Receipt.** When your Transactions are executed, Zero Hash, or Business on behalf of Zero Hash, shall send your confirmation (a "**Transaction Receipt**") through the Platform or to your email address associated with your Account. We may choose, at our sole discretion and without prior notice to you, to periodically consolidate Transactions into a single Transaction Receipt. Transaction Receipts shall contain any information we may elect to include at our sole discretion or as required by law. The confirmation shall disclose, at a minimum: (i) the name and contact information of Zero Hash, including a telephone number ((855) 744-7333) to answer questions and register complaints; (ii) the type, value, date, and precise time of the transaction; (iii) the fee charged; (iv) the exchange rate, if applicable; (v) a statement of the liability of Zero Hash for non-delivery or delayed delivery; (vi) a statement of the refund policy of Zero Hash; and (vii) any additional information required by law. A record of your Transactions ("**Transaction History**") conducted during the preceding twelve (12) months may be available through your Account on the Platform or the Zero Hash System, as applicable and such Transaction History record may be made available to you upon a valid and verifiable request to support@zerohash.com. Zero Hash maintains records of all Transactions for a period of five (5) years or as otherwise required by law. If you are located in New York, you have the right under New York law to receive a history of your Transactions and Transaction Receipts. Please note, the form of such Transaction Receipt provided to you shall be made available to the New York State Department of Financial Services, upon the department's request. Further, if you are located in New York, you have the right under New York law to receive periodic account statements and valuations, which would be provided to you in accordance with this Section 8.5.
- 8.6. **Right to Offset.** In the event that you fail to maintain sufficient funds in your Account (or bank account for Account funding Transactions) at the time a Transaction is placed, Zero Hash reserves the right, at our sole discretion, to cancel, reverse or fill such Transaction in whole or in part. You agree to be responsible for the costs of any such action taken by Zero Hash. You understand and acknowledge that if a failure to provide sufficient funds results in an amount due and owing by you to Zero Hash (a "**Negative Balance**"), Zero Hash shall have the right to: (i) charge a reasonable rate of interest on any such Negative Balance; and (ii) offset any such

Negative Balance, including any accrued interest and consequential losses, by transferring funds that are or become available in your Account to Zero Hash.

- 8.7. **Cancellations.** Transactions may not be canceled by you after they have been effectuated or settled by Zero Hash.
- 8.8. **Errors.** You are solely responsible for reviewing your Transactions Receipts and for monitoring your Transaction History for any errors (or any Potentially Fraudulent Activity, as outlined in Section 6.5). You understand and acknowledge that if you have not received a Transaction Receipt or a Transaction cancellation notice, you are responsible for notifying us via email at support@zerohash.com within twenty-four (24) hours of the Transaction. You further understand and acknowledge that you are solely responsible for reviewing your Transaction Receipts for accuracy and for notifying us of any suspected errors via email at support@zerohash.com within twenty-four (24) hours of the time any such Transaction Receipt was sent. You hereby waive your right to dispute any Transaction unless you notify us of any objections within twenty-four (24) hours of the time in which the applicable Transaction Receipt was sent. Notwithstanding the foregoing, Zero Hash shall not be held liable for or be obligated to correct any suspected errors, even those reported to us within twenty-four (24) hours. You understand and acknowledge that Zero Hash reserves the right, but has no obligation to, and shall not be held liable should we declare null and void a Transaction that Zero Hash considers to be erroneous (each, an “**Erroneous Transaction**”). You understand and acknowledge that you are responsible for ensuring that the appropriate Transaction type is submitted when you place a Transaction with Zero Hash, and that a simple assertion by you that a mistake was made in entering a Transaction, or that you failed to pay attention to or update a Transaction, shall not be sufficient to establish it as an Erroneous Transaction. You further understand and acknowledge that if Zero Hash determines that a given Transaction is an Erroneous Transaction, Zero Hash may, at our sole discretion, declare it null and void, in whole and in part, even if you do not agree to cancel or modify it, in which case you shall return the funds received in the Erroneous Transaction.
- 8.9. **Downtime.** Zero Hash uses commercially reasonable efforts to provide the Services in a reliable and secure manner. From time to time, interruptions, errors, delays, or other deficiencies in providing the Services may occur due to a variety of factors, some of which are outside of Zero Hash’s control, and some which may require or result in scheduled maintenance or unscheduled downtime of the Services (collectively, “**Downtime**”). You understand and acknowledge that part or all of the Services may be unavailable during any such period of Downtime, and you acknowledge that Zero Hash is not liable or responsible to you for any inconvenience or losses to you as a result of Downtime.
- 8.10. **Transaction Cancellation.** You agree that Zero Hash may delay settlement or cancel, in whole or part, any Transaction in the case of extraordinary market events, including, but not limited to: (i) any legal or regulatory enactment, change, or declaration; (ii) the intervention of a public authority; (iii) a natural disaster, (iv) an act of war, strike, blockade, boycott or lockout; (v) a Force Majeure Events (defined below); or (vi) any event outside the reasonable control of Zero Hash that prevents it from performing its obligations, in whole or in part, under this User Agreement. Zero Hash shall not be responsible for any hypothetical or alleged losses resulting from any delayed or canceled Transaction.

- 8.11. **Force Majeure Events.** Zero Hash shall not have any liability for any failure to perform or delay in performing its obligations under this User Agreement due to any act of God, act of governmental authority, change in law or regulation, war, criminal act, fire, explosion, earthquake, flood, weather condition, power failure, transportation, pandemic (including COVID-19) or other accident beyond the reasonable control of Zero Hash ("**Force Majeure Events**").

9. **Deposits and Withdrawals of Fiat Funds**

- 9.1.1. **Platform User Deposits and Withdrawals.** When accessing the Services through the Platform, you may instruct deposits and withdrawals of fiat to and from Zero Hash on a per Transaction basis or as otherwise permitted by the Platform. Any fiat received by Zero Hash on your behalf shall be held by Zero Hash on your behalf in an FDIC insured account at Customers Bank, BMO Harris Bank N.A., Lead Bank, Peapack-Gladstone Bank, Dime Community Bank, or First Citizens Bank.
- 9.1.2. **Accrued Interest.** No matter the access method used by you, you will not be entitled to any accrued interest each on fiat currency held by Zero Hash as custodian. In the event Zero Hash is charged a negative interest rate by the bank holding the omnibus account in which your fiat currency is stored, Zero Hash shall pass such charges to you. Zero Hash is not required to provide you with advanced notice of such charges.

10. **General Terms of Service**

- 10.1. **Self-Directed Account.** You understand and acknowledge that your Account is self-directed, you are solely responsible for any and all Transactions executed through your Account, and all Transactions entered by you are unsolicited and based on your own decisions. You understand and acknowledge that you have not received and do not expect to receive any financial advice from Zero Hash or any of its affiliates in connection with your Transactions. Notwithstanding anything in this User Agreement, you understand and acknowledge that neither Zero Hash nor its affiliates accept responsibility whatsoever for, and shall in no circumstances be liable to you in connection with, your decisions. You further understand and acknowledge that under no circumstances will your use of the Services be deemed to create a fiduciary relationship or a relationship that includes the provision or tendering of financial or investment advice. You acknowledge that neither Zero Hash nor any of its affiliates, nor any of their employees, agents, principals, or representatives: (i) provide financial or investment advice in connection with this Account; (ii) recommend any Transactions or any action or inaction in your Account; or (iii) solicit your placement of any particular Transaction to the extent research materials or similar information are available through the Platform or Zero Hash System, you hereby understand and acknowledge that these materials are intended for informational and educational purposes only and do not constitute a recommendation by Zero Hash to enter into any Transactions or to engage in any financial or investment strategies.
- 10.2. **Communications.** You understand and acknowledge that all notices and communication with you regarding your Account, the Services, this User Agreement, and any other applicable agreements, documents, tax forms, and disclosures (together, the "**Communications**"), will be delivered electronically either through the Platform, your Account, or via an email sent by Zero Hash, or by Business (if applicable) on behalf of us or any third party on our behalf, to the email

address associated with your Account. To ensure that you receive all of our electronic Communications, you agree to keep your email address up-to-date and immediately notify us through the Platform or through the Zero Hash System if there are any changes. Delivery of any Communication to the email address associated with your Account is considered valid. If any email Communication is returned as undeliverable, we retain the right to block your access to your Account until you provide and confirm a new and valid email address. You may withdraw your consent to receive Communications electronically by contacting us at support@zerohash.com. If you fail to provide or withdraw your consent to receive Communications electronically, we reserve the right to immediately close your Account or charge you fees for paper copies.

- 10.3. **Taxes.** You understand and acknowledge that Zero Hash and its affiliates do not provide tax or legal advice. You further understand and acknowledge that Zero Hash may report Transactions to the Internal Revenue Service or other applicable taxing authority to the extent and manner in which so required by law, regulations, or regulatory guidance. You further understand and acknowledge that you will be liable for reporting and paying all taxes relating to your activity related to this User Agreement, including with respect to any Transactions that may occur in your Account. Unless required to do so by a tax authority with competent jurisdiction over Zero Hash, Zero Hash will not file or report any tax forms or taxable Transactions on your behalf. Zero Hash may withhold (or cause to be withheld) the amount of any tax which may be required by law to be withheld by Zero Hash. You should conduct your own due diligence and consult your advisors before making any Transactions under this User Agreement.
- 10.3.1. **U.S. Persons.** This subsection is applicable if you are a U.S. person (including a U.S. resident alien) as such term is defined in section 7701(a) of the Internal Revenue Code of 1986, as amended (“**U.S. Person**”). Under penalties of perjury, you hereby certify that the taxpayer identification number that you have provided or will provide to Zero Hash in connection with your Account (including any taxpayer identification number on any Form W-9 that you have provided or will provide) is your correct taxpayer identification number.
- 10.3.2. **Non-U.S. Persons.** This subsection is applicable if you are not a U.S. Person. You hereby certify that you fully understand all the information on any [Form W-8BEN](#) that you have submitted or will submit through the Platform in connection with your Account. Under penalties of perjury, you declare that: (i) you have examined all the information on any Form W-8BEN that you have submitted or will submit through the Platform; and (ii) to the best of your knowledge and belief all such information is true, correct, and complete.
- 10.4. **Intellectual Property.** You hereby acknowledge that we own all right, title and interest in and to the documentation, procedures, requirements, conditions, practices and guidelines for the use of Services, prepared by or on behalf of Zero Hash describing any processes, procedures, know-how or algorithms developed, devised, practiced or used by us (“**Zero Hash System Protocol**”), their use and content, as well as all related copyrights, trademarks, service marks, patent rights, and trade secrets and any other intellectual property rights therein (registered or unregistered) including any applications anywhere in the world. We do not grant you any right or license except as expressly set forth herein and otherwise reserves all rights. The Zero Hash System Protocol is protected by applicable copyright, trade secret and other intellectual property laws. Without limiting the foregoing, the Zero Hash logo, any other Zero Hash service names, logos or slogans that may appear within the Services (collectively, the “**Covered Marks**”)

are trademarks, service marks or trade dress of Zero Hash and its affiliates. You hereby agree that you will not: (i) copy, modify, disclose, publish, distribute, create derivative works from, reverse engineer, reverse assemble or reverse compile the Zero Hash System Protocol, or any portion thereof, for any reason and you may not use the Zero Hash System Protocol, or any portion thereof, for any purpose other than as expressly authorized herein; (ii) copy, imitate or use, in whole or in part, any Covered Mark without Zero Hash's prior written permission; (iii) remove, obscure or alter any Zero Hash copyright, trademark, patent or other Zero Hash notices or legends contained in the Services or in any documentation or other materials produced, distributed or published by Zero Hash; (iv) distribute, rent, sell, lease, redistribute, release or license the Zero Hash System Protocol, or any part thereof, to any third-party or otherwise allow access by a third-party; (v) take or authorize any action that could detrimentally interfere with the performance or delivery of the Services, use any robot, spider or other device or process to monitor or copy the Zero Hash System Protocol, or knowingly transmit any virus or other potentially harmful device in connection with your use of the Services; or (vi) assist or encourage any third-party in engaging in any activity prohibited under this User Agreement.

- 10.5. **Transaction Data.** Zero Hash shall be entitled, at our sole discretion, to use information related to Transactions executed through the Services ("**Transaction Data**") to develop and compile market data that Zero Hash or a third-party service provider may disseminate to third parties (including through a market data feed) for business purposes without further consent by you, and Zero Hash shall be entitled to any and all revenue derived therefrom. By your use of the Services, you hereby consent to such use of Transaction Data. Any such market data disseminated by Zero Hash or any third-party service provider, shall not identify the parties who provided or entered into such Transactions.

Other than for your own internal use in accordance with this User Agreement, you will not communicate, disclose, redistribute, or otherwise furnish (or permit to be communicated, disclosed, redistributed or otherwise furnished) all or any portion of the Transaction Data, in any format, to any third party or for the purposes of constructing or calculating the value of any index or indexed products or for the purpose of creating any derivative works or to make any use whatsoever at any time of the Transaction Data that could compete with the business of Zero Hash and/or performance of the Services provided by Zero Hash. Notwithstanding the foregoing, you understand and agree that any and all data submitted to Zero Hash by you and all information related to Transactions entered into by you through the Services shall be the joint and exclusive property Zero Hash, Business, and you (if you are not Business), and we shall have the right to use, sell, retransmit or redistribute such information, on an anonymous and aggregated basis, and in accordance with and subject to Applicable Law our Privacy Policy discussed in Section 11 below.

- 10.6. **Market Data.** Zero Hash may make certain information and research data, including historical market information available to you through the Platform or Zero Hash System, as applicable ("**Market Data**"). Market Data may be provided through third-party providers and may be updated at different time intervals, and accordingly, quotes, news, research data, market information and the various trade status reports, including intraday updates of balances and positions information and may differ due to the different Market Data and sources and their update intervals. Any such Market Data is provided as-is and for informational purposes only. Zero Hash makes no representation as to the accuracy or completeness of any Market Data. You shall not decompile or redistribute any Market Data.

10.7. Third-Party Data. All title and intellectual property rights in and to any data of any third-party (“**Third-Party Data**”) which may be linked to or viewed in the Platform or Zero Hash System in connection with the Services (e.g., pricing feeds, news articles, etc.) is the property of the respective third-party and may be protected by applicable copyright or other intellectual property laws. If Third-Party Data is made available to you at any time during your use of the Services, you acknowledge and agree that: (i) this User Agreement does not grant you any right to use such Third-Party Data except during your use of the Services as provided herein; (ii) we will be receiving, utilizing, and relying on Third-Party Data to provide the Services and we are entitled to rely on all Third-Party Data without inquiry; (iii) we make no assurances or guarantees in relation to the content, functionality, reliability, accuracy, completeness, timeliness of delivery of Third-Party Data; (iv) the Third-Party Data is provided on an “as is” and “as available” basis and without warranty of any kind, and we disclaim all warranties, including, without limitation, any implied warranties of merchantability and fitness for a particular purpose; (v) the Third-Party Data shall (A) only be made available to you through the Platform via the Zero Hash System, and (B) only be used for display purposes in the Platform and for your own personal use; (vi) you assume all risks of relying on Third-Party Data, including, but not limited to, deciding whether or not to place Orders based on Third-Party Data; (vii) we will not be responsible or liable to you for any losses, damages, costs, claims, or expenses incurred by you as a result of or arising from your reliance on Third-Party Data; (viii) you will comply with all Applicable Law when using or relying on Third-Party Data; and (ix) you will not, directly or indirectly, yourself or through any third-party, (A) disclose, release, distribute, disseminate, copy, store, deliver, rent, lease, lend, sell, sublicense, assign, publish, transfer, or otherwise make available any Third-Party Data, or any portion thereof, to any third-party, (B) copy, modify, or create derivative works of Third-Party Data, (C) remove any proprietary notices included within Third-Party Data, (D) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of any person or entity, or that violates Applicable Law, (E) use Third-Party Data in connection with a criminal offense under any applicable laws or regulations or for any unlawful purpose whatsoever, (F) use Third-Party Data in any way which is abusive, harmful, threatening, or defamatory or any other way that may cause offense or in any way which causes or is intended to cause annoyance or inconvenience, or which may otherwise damage the reputation of Zero Hash, Business, their affiliates, or the applicable third-party, (G) use the applicable third-party’s name, trade name, trademark, or logo without the express written consent of Zero Hash and the applicable third-party, or (H) otherwise do anything that would be inconsistent with the terms of this Section 10.7.

10.8. Death of Individual Account Holder. In the case of Individuals that have opened an Account under this User Agreement, if we receive legal documentation confirming your death or other information leading us to reasonably conclude that you have died, we will suspend your Account. No activity will occur in your Account until either: (i) your designated fiduciary has opened a new account with Zero Hash and instructs Zero Hash to transfer the entirety of your Account to such new account; (ii) we are required by court order or Applicable Law to transfer the property held in your Account to a third-party and out of Zero Hash’s control; or (iii) we have received reasonably satisfactory proof at our sole discretion that you have not died. If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorize us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died. Upon receipt by us of proof satisfactory to us that you have died, then (x) the fiduciary you have designated in a valid will or

similar testamentary document will be required to open a new Zero Hash account either through the Platform or the Zero Hash System, or (y) Zero Hash will follow the instructions it receives pursuant to a legally binding order or other legal requirement to transfer the property in your Account to a third-party and out of Zero Hash's control, as applicable. If you have not designated a fiduciary, then we reserve the right to: (a) treat as your fiduciary any person entitled to inherit your Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a will, a living trust or a small estate affidavit; or (b) require an order designating a fiduciary from a court having competent jurisdiction over your estate. In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Account. Pursuant to the above, the opening of a new Zero Hash account by a designated fiduciary is mandatory following the death of an Individual Account owner, and you hereby agree that your fiduciary will be required to open a new Zero Hash account and provide the Background Information required under this User Agreement in order to gain access to the assets in your Account.

- 10.9. **Unclaimed or Abandoned Property.** If Zero Hash is holding fiat funds in your Account, and Zero Hash is unable to contact you and has no record of your use of the Services for two (2) or more years, Applicable Law may require Zero Hash to report such assets as unclaimed property within the applicable jurisdiction. If this occurs, Zero Hash will try to locate you at the address shown in our records, but if Zero Hash is unable to locate you, it may be required to deliver any such assets to the applicable state or jurisdiction as unclaimed property.
- 10.10. **Severability.** If any provision of this User Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this User Agreement shall otherwise remain in full force and effect and enforceable.
- 10.11. **Headings.** The headings and captions used in this User Agreement are used for convenience only and are not to be considered in construing or interpreting this User Agreement.
11. **Privacy Policy.** If you are registering an Account through the Platform, please refer to Business' Privacy Policy [here](#) for information about how Business collects, uses and discloses information about you when you engage with the Platform. In addition, please refer to our Privacy Policy [here](#) for information about how we collect, use and disclose information about you when you use the Services.
12. **Remedies for Breach; Remedies in General.** In the event that you or your affiliates, and your or their officers, managers, partners, directors, employees, independent agents or contractors (collectively, your "**Agents**") breach any of your representations, warranties, agreements or covenants set forth in this User Agreement or otherwise fail to comply with the requirements of this User Agreement or any policies of Zero Hash, including without limitation, by giving Zero Hash inaccurate or incomplete information for any reason, we will have the right to suspend and/or terminate this User Agreement and disable your Account (as outlined in Section 7). You hereby acknowledge that you shall be liable for all damages suffered by Zero Hash and its affiliates resulting from any such breach by you or your Agents. Further, in the event of such breach, Zero Hash and its

affiliates will have the rights of a secured creditor under all Applicable Laws with respect to your Account and can recover all damages incurred by Zero Hash and its affiliates by selling or liquidating any or all of the assets held in your Account. You hereby acknowledge that we have sole discretion over what actions, if any, we take in the event of such breach and that we may take such action without prior notice to you. If a breach by you or your Agents involves participation by other parties with Accounts at Zero Hash, you and such parties will be jointly and severally liable for all resulting damages to Zero Hash and its affiliates. You hereby acknowledge and agree that the enumeration in this User Agreement of specific remedies shall not be exclusive of any other remedies that may be available at law or in equity. Any delay or failure by any party to exercise any right, power, remedy or privilege herein contained, or now or hereafter existing under any applicable statute or law (collectively, "**Legal Rights**") shall not be construed to be a waiver of such Legal Rights, nor to limit the exercise of such Legal Rights, nor shall it preclude the further exercise thereof or the exercise of any other right, power, remedy or privilege.

13. **Indemnification**

- 13.1. **Indemnification by You.** In addition to any other obligations you may have under other provisions of this User Agreement, you hereby agree to indemnify, defend and hold harmless Zero Hash, Business (if you have registered an Account through the Platform), their affiliates and all of their officers, directors, managers, partners, employees, independent contractors, or agents, (collectively, the "**Indemnified Persons**") from and against all claims, demands, proceedings, suits and actions and all liabilities, losses, expenses, costs (including reasonable legal and accounting fees and expenses), damages, penalties, fines, taxes or amounts due of any kind arising out of, in connection with or relating to: (i) the failure of you or your Agents, contractors and/or employees for any reason, fraudulent or otherwise, to perform or comply with any obligation, agreement or covenant under this User Agreement, the Services, your use of the Services, the Platform (if applicable), or any other services provided in connection with your Account, the Platform or your use of the Platform (if applicable); (ii) a breach by you or your Agents, contractors and/or employees of any representation or warranty made by you under this User Agreement or your provision of any inaccurate or incomplete information, including without limitation any Background Information, to any of the Indemnified Parties for any reason; (iii) any negligent, dishonest, fraudulent, or criminal act or omission by your or any of your Agents, contractors and/or employees in connection with this User Agreement, the Services, any other services provided in connection with your Account or the Platform (if applicable); (iv) any failure by you or your Agents to comply with any laws, rules or regulations applicable to you or them, and (v) your, your Agents', contractors' or employees' failure to safeguard any Login Credentials used to access the Zero Hash service, whether through the Platform or otherwise. Notwithstanding the foregoing, any Indemnified Person shall not be entitled under this paragraph to receive indemnification for that portion, if any, of any liabilities and costs which are solely caused by its own individual gross negligence, willful misconduct or fraud, as determined by arbitration in accordance with Section 15 below.
- 13.2. **Indemnification Procedures.** Upon receipt by any Indemnified Person(s) under this Section 13 of notice of the commencement of any action, and if a claim is to be made against you under this Section 13, the Indemnified Person(s) will promptly notify you; *provided, however*, that no delay on the part of the Indemnified Person(s) in notifying you shall relieve you from any obligation hereunder unless (and then solely to the extent) you thereby are prejudiced. Further, the omission to promptly notify you will not relieve you from any liability that you may

have to any Indemnified Person(s) otherwise than under this Section 13. In any such action brought against any Indemnified Person(s), you will be entitled to participate in and, to the extent that you may wish, to assume the defense thereof, subject to the provisions herein stated and only with counsel reasonably satisfactory to and the prior written approval by such Indemnified Person(s). After approval by such Indemnified Person(s) of your election to assume the defense thereof, you will not be liable to such Indemnified Person(s) under this Section 13 for any legal or other expense subsequently incurred by such Indemnified Person(s) in connection with the defense thereof other than reasonable costs of investigation or in the case of an actual or potential conflict of interest between you and any Indemnified Person(s), identified in writing by counsel to the Indemnified Person(s). You shall keep the Indemnified Person(s) informed of the status of the defense of such claims, and you will not agree to any settlement without consent of the Indemnified Person(s), which consent will not be unreasonably withheld. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not, other than in the case of an actual or potential conflict of interest between you and Indemnified Person(s), be at your expense if you have assumed the defense of the action with counsel satisfactory to the Indemnified Person(s). In the event that the Indemnified Person(s) reasonably believes that you are not adequately defending a claim, the Indemnified Person(s) will have the right to assume the defense of such claims at your sole expense. You will not settle any action unless such settlement completely and finally releases the Indemnified Person(s) from any and all liability and otherwise is acceptable to the Indemnified Person(s). Except with your prior written consent, the Indemnified Person(s), you may not confess any claim or make any compromise in any case in which you may be required to provide indemnification.

14. **Limitation of Liability.** YOUR ACCOUNT(S) AT ZERO HASH, THE SERVICES PROVIDED BY ZERO HASH, YOUR USE OF THE ACCOUNT(S), AND ANY OTHER SERVICES PROVIDED TO YOU IN CONNECTION THEREWITH ARE PROVIDED BY ZERO HASH AND ITS AFFILIATES AND ANY OTHER SERVICE PROVIDERS ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ZERO HASH AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT ANY OF THE SERVICES, OR ANY DATA OR OTHER INFORMATION PROVIDED TO YOU BY ZERO HASH OR ITS AFFILIATES WILL FULFILL ANY PARTICULAR PURPOSES OR NEEDS. THERE IS NO WARRANTY THAT THE SERVICES PROVIDED HEREUNDER WILL BE ERROR FREE, UNINTERRUPTED, TIMELY, RELIABLE, COMPLETE OR ACCURATE. None of Zero Hash, its affiliates, nor any of their officers, directors, managers, partners, employees or independent agents or contractors will be liable to you or any of your affiliates for any losses, expenses (including legal fees and costs), liabilities, damages, costs, demands, obligations, penalties, charges, causes of action, claims, fines, taxes or amounts due of any kind (both known and unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, payable now or payable in the future, accrued or not accrued) (collectively, "**Losses**") arising out of, related to or resulting from your Account, the Services or your use of the Services, including without limitation any trading or other activities conducted in the Account, including without limitation, sending instructions to Zero Hash to settle any Transaction and directing the transfer of assets to Zero Hash, and the storage of your funds, except to the extent and only to the extent that your Losses are actual and have been finally determined by a court of competent jurisdiction or arbitration panel to have resulted solely from the gross negligence, intentional misconduct or fraud of Zero Hash, its affiliates or any of their officers, directors, managers, partners, employees or independent agents or

contractors. You will not be held liable for such actual Losses that have been finally determined to have resulted solely from the gross negligence, intentional misconduct or fraud of Zero Hash, its affiliates, or any of their officers, directors, managers, partners, employees or independent agents or contractors. Further, none of Zero Hash, its affiliates or any of their officers, directors, managers, partners, employees or agents will have responsibility for Losses or have any other liability to you: (i) arising out of or resulting from any actions or inactions or performance of services by Business, any third-party, or actions of other participants in the markets with respect to your Account or the activities conducted through your Account; or (ii) arising out of or resulting from system failures, outages, unauthorized access to the Account, conversion of property, errors of any kind, government actions, Force Majeure Events, trading suspensions, or any other causes over which Zero Hash and/or its affiliates do not have direct control. Further, none of Zero Hash, its affiliates, or any of their officers, directors, managers, partners, employees or agents shall be liable for any Losses that are not direct damages, including without limitation, indirect, special, incidental, punitive, consequential or exemplary damages, which includes trading losses, lost profits and other lost business opportunities relating to the Account, the Services and your use of the Services, including without limitation for engaging in Transactions through the Platform or through the Zero Hash System, directing settlement of Transactions and the transfer of funds to Zero Hash.

15. **Dispute Resolution**

- 15.1. **Mandatory Arbitration.** In the event of a dispute between the parties, such dispute shall be settled by arbitration as outlined in this Section 15.
- 15.2. **No Class Action.** YOU AGREE THAT ANY CLAIMS WILL BE ADJUDICATED SOLELY ON AN INDIVIDUAL BASIS, AND YOU WAIVE THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER JOINT ACTION WITH RESPECT TO ANY CLAIMS THAT MAY ARISE UNDER THIS USER AGREEMENT OR THE PROVISION OF SERVICES. YOU FURTHER AGREE TO ARBITRATE SOLELY ON INDIVIDUAL BASIS AND EACH PARTY WAIVES THE RIGHT TO ARBITRATE ANY DISPUTE AS A CLASS ACTION EITHER AS A MEMBER OR A REPRESENTATIVE. CLASS ARBITRATION AND THE CONSOLIDATION OF CLAIMS MADE BY MORE THAN ONE CLAIMANT ARE BOTH EXPRESSLY PROHIBITED. THE ARBITRATOR OR NEUTRAL SHALL HAVE NO AUTHORITY TO CONSIDER OR RESOLVE ANY CLAIM OR ISSUE RELIEF ON A CLASS OR COLLECTIVE ACTION BASIS.
- 15.3. **Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.
- 15.4. **Arbitration Disclosure.** ARBITRATION IS FINAL AND BINDING ON THE PARTIES. THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL. PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS. THE ARBITRATOR OR ARBITRATION PANEL SHALL ISSUE A REASONED AWARD.
- 15.5. **Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON

CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

- 15.6. **Arbitration Agreement.** Unless otherwise specified herein, any dispute, claim or controversy between the parties relating to this User Agreement, whether arising from or related to the User Agreement itself or in any way related to the Services, shall be resolved through binding arbitration conducted in English through the platform provided by New Era ADR, Inc. (<https://neweraadr.com/>) (the “**New Era Platform**”) in accordance with its rules and procedures for “Virtual Expedited Arbitrations” (the “**Rules**”) by one (1) professional neutral with substantial experience in resolving commercial disputes (the “**Neutral**”). The Neutral shall be chosen in accordance with the rules and procedures of the New Era Platform. The Parties will bear costs in accordance with the rules and procedures of the New Era Platform.

This User Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1 *et. seq.*, governs the interpretation and enforcement of this provision. The Neutral(s) will be bound to adjudicate all disputes in accordance with the laws of the State of Illinois, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. Under this arbitration provision, Neutral(s) will not be bound by rulings in prior arbitrations involving different customers but are bound by rulings in prior arbitrations involving the same customer, facts, and circumstances to the extent required by Applicable Law. The arbitration agreement herein among the parties will be specifically enforceable under applicable law in any court having jurisdiction thereof. You will not appeal any such award nor seek review, modification, or vacation of any such award in any court or regulatory agency. This arbitration provision will survive the termination of this User Agreement.

Unless the parties agree otherwise, each party must bring all related or similar claims in a single arbitration proceeding. If a party later initiates a subsequent arbitration asserting claims that are related or similar to ones that were raised by such party in a prior arbitration, the Neutral(s) will either: (i) consolidate the subsequent arbitration with the earlier proceeding if it is ongoing; or (ii) dismiss the subsequent arbitration if it raises claims that would be barred by Applicable Law if brought in court.

Notice of Dispute and Arbitration Procedures. A party who intends to pursue a claim must first send to the other a letter describing the claim and containing the information described below (a “**Notice of Dispute**”). Any Notice of Dispute sent to Zero Hash should be addressed to:

Attn: Legal
Zero Hash LLC
327 N. Aberdeen St.
Chicago, Illinois 60607
United States
legal@zerohash.com

Any Notice of Dispute sent to you by Zero Hash will be sent to the email address and/or address in our records that is associated with your Account at the time the Notice of Dispute is sent. The Notice of Dispute must: (a) describe the nature and basis of the claim; (b) set forth

the specific relief sought; (c) set forth the name and address of the claimant; and (d) include the Account numbers to which the claim relates. If the parties do not reach an agreement to resolve the claim described in the Notice of Dispute within forty-five (45) days after the Notice of Dispute is received, the parties may commence an arbitration proceeding through the New Era Platform. If the parties attempt to commence arbitration proceedings before providing the requisite Notice of Dispute, the Neutral(s) shall not commence administration of arbitration proceedings for at least forty-five (45) days after the New Era Platform receives the request to initiate arbitration. No party will disclose to the arbitrator the existence, amount, or terms of any settlement offers made by any party until after the Neutral(s) issues a final award resolving the claim.

The process for initiating arbitration proceedings is available on the New Era Platform website at <https://neweraadr.com/>.

The Neutral(s) is bound by the terms of this User Agreement. All issues are for the Neutral(s) to decide, including issues of arbitrability of claims or the scope, and enforceability of this arbitration provision and the interpretation of the prohibition of class and representative actions and non-individualized relief. Regardless of the manner in which the arbitration is conducted, the Neutral(s), upon the request of either party, the cost of which to be borne by the requesting party, made prior to the closing of the hearing (or, if there is no oral hearing, prior to or along with submission of final documents to the Neutral(s)), will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award, if any, is based. Unless otherwise agreed by the parties, any award will be rendered by the Neutral(s) not later than fourteen (14) days from the date of the closing of the hearing or, if there is no oral hearing, from the date of the Neutral(s)' transmittal of the final statements and proofs to the arbitrator in accordance with the New Era Platform Rules. All arbitration hearings and procedures shall be conducted in the English language.

Notwithstanding anything herein to the contrary, each party acknowledges that a breach of this User Agreement may cause the other party irreparable injury and damage and therefore may be enjoined through injunctive or other equitable proceedings in addition to any other rights and remedies which may be available to such other party at law or in equity without the requirement of having to post a bond or other security (if legally permissible), and each party hereby consents to the jurisdiction of any federal or state courts located in Chicago, Illinois, U.S.A. with respect to any such action. The parties expressly waive any objection based on personal jurisdiction, venue, or forum non conveniens.

16. **Governing Law and Venue.** You hereby agree that this User Agreement and your access to and use of the Services will be governed by and construed and enforced in accordance with the laws of the state of Illinois, U.S.A. without regard to conflict of law rules or principles (whether of the state of Illinois or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties arising out or relating to this User Agreement that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts sitting in Chicago, Illinois, U.S.A.
17. **Assignment.** This User Agreement is an agreement between you and Zero Hash, and only these parties have rights hereunder. This User Agreement is personal to you and you cannot assign,

transfer, or novate any rights hereunder to anyone else. We may assign, transfer, or novate this User Agreement at any time and to anyone at our sole discretion.

18. **Legal**

- 18.1. **Regulation.** Zero Hash is registered with the U.S. Department of Treasury's Financial Crimes Enforcement Network as a money services business ("**MSB**"). As a registered MSB, Zero Hash is subject to the Bank Secrecy Act and its implementing regulations which set out the requirements imposed upon financial institutions to implement policies and procedures reasonably designed to detect and prevent money laundering and terrorist financing. You understand and acknowledge that your access to and use of the Services is subject to compliance with our AML Program. You understand and acknowledge that Zero Hash is not a registered broker-dealer and is not a member of the Financial Industry Regulatory Authority or SIPC. Additional insurance may be provided at Zero Hash's sole discretion, and Zero Hash makes no guarantee that you will have a right to, or claim against, any supplemental policy should Zero Hash choose to insure any assets held on behalf of you, or any customer, at Zero Hash.
- 18.2. **Compliance with Applicable Laws.** All Transactions are subject to applicable laws, regulations, and rules of federal and state governmental and regulatory authorities (collectively, "**Applicable Law(s)**"). You understand that compliance with Applicable Laws may include compliance with any guidance or direction of any regulatory authority or government agency, any writ of attachment, lien, levy, subpoena, warrant, or other legal order (collectively, "**Legal Orders**"). You understand and acknowledge that in no event will Zero Hash be obligated to affect any Transaction that we believe would violate any Applicable Law. You further understand and acknowledge that Zero Hash is not responsible for any losses, whether direct or indirect, that you may incur as a result of our good faith efforts to comply with any Applicable Law, including any Legal Order. You authorize Zero Hash to provide any information relating to your Account, your use of the Account or your use of the Zero Hash Services enumerated in this User Agreement if requested by any valid regulatory body, provided that any such disclosure by Zero Hash shall comply with Applicable Law, including any applicable privacy rules and regulations.
- 18.3. **State Licenses and Disclosures.** Zero Hash is required to maintain licenses to engage in money transmission activities in certain states, and these license requirements may impact our provision and your use of certain Services depending on where you live or are formed in. It is your sole responsibility to ensure that you are accessing the Services available to you by reviewing the Permitted Jurisdictions as listed by Zero Hash, and updated from time to time, prior to placing any Transaction on the Platform or through the Zero Hash System. A list of Zero Hash licenses and corresponding required disclosures and methods for filing complaints with the applicable state regulator can be found [here](#) or by searching for disclosures [here](#), which are incorporated herein by reference. If you have any questions about the disclosures, contact us at support@zerohash.com before using the Services enumerated in this User Agreement.
- 18.4. **Electronic Record.** The electronic stored copy of this User Agreement is considered to be the true, complete, valid, authentic, and enforceable record of this User Agreement. admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of the electronically stored copy of the User Agreement.

18.5. **Electronic Acceptance.** You expressly confirm that you have read, agree to, and consent to be bound by all of the terms of this User Agreement, including all disclosures in this User Agreement, including those in Section 18.3. By electronically signing this User Agreement, which may be completed by all methods of “clickwrap” or “click through” including by accepting, clicking a button, or checking a box, you acknowledge and agree that such electronic signature is valid evidence of your consent to be legally bound by this User Agreement and such subsequent terms as may govern the Services. You are also confirming that you have reviewed the Zero Hash Privacy Policy and Regulatory Disclosures. If you do not agree to all of the terms of this User Agreement, do not electronically sign this User Agreement and cease from accessing, using, or installing any part of the Services.