

zerohash US User Agreement

Last Updated: September 12, 2025

This zerohash US User Agreement (“**User Agreement**”) sets forth the respective rights and obligations between you and Zero Hash LLC (“**zerohash**”) and, if applicable, Zero Hash Trust Company, LLC (“**ZHT**”). As used herein, “**you**” and “**your**” refers to the individual or entity (in other words, a non-natural person such as a corporation) agreeing to the terms of this User Agreement either in writing or via electronic acceptance; and references to “**we**,” “**us**,” and “**our**” refers to zerohash and, if applicable, ZHT and any other zerohash affiliated company (collectively, “**Affiliates**”). Please read through this User Agreement carefully before registering an Account (defined in the *Why do I need to sign a zerohash US User Agreement?* section below) with zerohash and accessing or using the Services (as defined in Section 1 (*zerohash Services*) 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 16 (*DISPUTE RESOLUTION*), AND THE MANDATORY PLATFORM AGREEMENT (DEFINED IN THE *WHY DO I NEED TO SIGN A ZEROHASH US USER AGREEMENT?* SECTION BELOW) (IF APPLICABLE), DO NOT REGISTER AN ACCOUNT OR ACCESS, USE, OR CONTINUE USING THE SERVICES. THE METHOD THROUGH WHICH THIS USER AGREEMENT IS MADE AVAILABLE TO YOU SHALL DICTATE THE TERMS APPLICATION TO YOU AS NOTED BELOW.

Who is zerohash?

zerohash is a limited liability company formed under the laws of the State of Delaware, U.S.A. ZHT is a limited liability company formed under the laws of the State of North Carolina, U.S.A. as a registered trust company with the State of North Carolina Office of the Commissioner of Banks. zerohash and its Affiliates hold multiple financial service related licenses (including, but not limited to, money transmission licenses), a full list of which can be found [here](#) and [here](#). Please visit the zerohash website at www.zerohash.com for more information about zerohash, ZHT, and their Affiliates and see below for our general information as well as contact information. For more information on the corporate structure of zerohash and its Affiliates, visit the zerohash website [here](#).

Zero Hash LLC
327 N. Aberdeen St.
Chicago, Illinois 60607
United States
support@zerohash.com
Delaware No. 6529881

Zero Hash Trust Company, LLC
257 Haywood Road
Asheville, North Carolina 28806
United States
support@zerohash.com
North Carolina No. 3036337

What does zerohash do?

zerohash is a back-end technology provider that has partnered with Stake Trade, Inc. d/b/a ProphetX (“**Business**”) so that Business can offer the zerohash Digital Asset (discussed below) services to its customers through the Business mobile application and/or website (the “**Platform**”). The Platform and

zerohash services may be made available to you via one or more access devices (as determined by Business and zerohash) including, but not limited to, via a mobile phone, desktop or laptop computer, or automated teller machine (ATM) or other kiosk machine. zerohash has connected its proprietary technology (the “**zerohash System**”) with the Platform so that Business’s customers can engage in Digital Asset transactions or other services (which may include, but is not limited to, buying, selling, depositing, custodial, transferring, and/or swapping Digital Assets) and/or certain Fiat Currency (defined in the *What are “Digital Assets”?* section below) transactions or services (such as remittances, deposits, or withdrawals) (such transactions, whether concerning Digital Assets and/or Fiat Currency, are collectively referred to herein as “**Transactions**”). In other words, when a Business customer visits the Platform and has the ability to engage in a Transaction or other Digital Asset or Fiat Currency service, that service is being provided to the customer by zerohash and its Affiliates (if applicable), not Business. zerohash may partner with one or more Affiliates to provide certain aspects of the services to you. For example, zerohash may partner with its Affiliate, Zero Hash Liquidity Services LLC (“**ZHLS**”), a Delaware, U.S.A. limited liability company (Registration No. 6580458), to act as a Liquidity Provider (defined in Section 9.1 (*Liquidity Providers*) below) for your Digital Asset Transactions, and/or may partner with ZHT to act as a Sub-Custodian (defined Section 10.5 (*Sub-Custodian*) below) of your Digital Assets (if applicable to you as described in more detail in Section 4.1 (*Your Relationship to zerohash and ZHT*) below). A more detailed description on the kinds of services that zerohash enables is discussed in Section 1 (*zerohash Services*) below.

What are “Digital Assets”?

As used in this User Agreement, the term “**Digital Asset**” (often referred to as “cryptocurrency,” “stablecoin,” “virtual currency,” “digital currency,” and “digital commodity”) means a digital representation of value which is based on a cryptographic blockchain protocol that can be digitally traded and may function as: (i) a medium of exchange; (ii) a unit of account; and/or (iii) a store of value which is not legal tender, whether or not denominated in legal tender. “Digital Asset” as used herein may also, as the case may be, refer to other digital representations of value stored on a blockchain protocol that have unique identification codes and metadata that distinguish them from one another and cannot be traded or exchanged at equivalency, such as non-fungible tokens or “NFTs” or tokenized real-world assets or “RWAs”.

The term “Digital Asset” does **NOT** include: (i) the software or a protocol governing transfer of the Digital Asset; (ii) points or other form of digital reward issued by a merchant as part of a rewards program that cannot be exchanged with the merchant for Fiat Currency; or (iii) digital points or currencies used exclusively within an online game or video gaming platform that also cannot be exchanged within the game for Fiat Currency.

Digital Assets are distinguished from “**Fiat Currency**” (such as U.S. dollars), which is the coin and paper money of a country that is designated as its legal tender. Digital Assets are not legal tender and are not backed by the United States government. For more information, please refer to the FATF Report, Virtual Currencies, Key Definitions and Potential AML/CFT Risks, FINANCIAL ACTION TASK FORCE (June 2014), available here.

BEFORE USING THE ZEROHASH SERVICES, please note that you should understand that engaging in Digital Asset Transactions or services comes with inherent risks that are unique to Digital Assets, including that the value of Digital Assets can be volatile and lose all value, and the fact that scammers frequently use Digital Assets to defraud consumers. A more detailed description on the general risks of Digital Assets can be found in Section 8 (*Digital Assets*) below.

Why do I need to sign a zerohash US User Agreement?

Each customer who visits the Platform and wishes to engage in or otherwise use the services provided by zerohash must sign **BOTH**: (i) this User Agreement, which is an agreement between the customer and zerohash; and (ii) the Business [Terms of Use](#) (“**Platform Agreement**”), which is an agreement between the customer and Business that governs the customer’s access and use of Platform to access and use the zerohash services and which is incorporated herein by reference.

When you visit the Platform and are presented with this User Agreement, you must agree to the User Agreement (which may be agreed to electronically, as described in Section [19.5](#) (*Electronic Acceptance*) below) to use the zerohash services. Once you have agreed to the User Agreement, you will be prompted to provide certain information to zerohash in order for zerohash to verify your identity (as more fully described in Section [4](#) (*How to Open an Account*) below). If zerohash: (i) successfully verifies your identity; and (ii) confirms that you are eligible to engage in Digital Asset services with zerohash (for example, zerohash confirms that that you are not subject to sanctions or some other kind of legal or risk based restriction and can therefore be accepted as a client of zerohash, as more fully described in Section [3](#) (*Eligibility to Open an Account and Use the Services*) and Section [4](#) (*How to Open an Account*) below), you will notified by zerohash that you have successfully opened an account with zerohash (an “**Account**”). Please note that the Account experience will vary depending on what service you are using and through which particular platform. For example, for a buy/sell exchange platform, an Account may resemble a typical brokerage account where you can view Digital Asset balances and trading history. In contrast, for a platform that allows you to purchase a Digital Asset and immediately withdraw that asset to a self-custodial wallet outside the control of zerohash, the Account experience may be limited to zerohash’s internal information regarding your use of the service (e.g., personal information and Transaction history) and the Transaction receipts available to you via the Platform. As more fully described below, this User Agreement governs how and when you can engage in Transactions or other Digital Asset or Fiat Currency service with zerohash through your Account.

For further information on how we use the information you provide us or generate during your use of the Services and who we share this information with, see Section [4](#) (*Account Registration*), Section [5](#) (*Account Authorizations*), and Section [12](#) (*Privacy Policy*) below.

Please note that there may be an exceptional circumstance where you may need to access your Account directly through the zerohash System (and not through the Platform). This may occur if you are unable to access the zerohash services through the Platform for whatever reason (for example, if the Platform is experiencing a long period of downtime, or if the partnership between zerohash and Business has been terminated). In such an event, zerohash will contact you directly and provide you the necessary information required to access your Account directly through the zerohash System. When you access your Account directly through the zerohash System, the terms and conditions of this User Agreement will govern your use of the Account.

* * *

1. **zerohash Services.** Below is a list of services that may be made available to you by zerohash through the Platform or directly through the zerohash System (if applicable). Please note that: (i) the below list is not a complete or exhaustive list of all services that may be made available to you through the Platform (and that any service that is available to you through the Platform, but not described below, will be described to you through the Platform); and (ii) not all of the below services will be made

available to you through the Platform (it is up to the discretion of Business as to which zerohash services will be made available on its Platform, which will be disclosed to you in the Platform and the Platform Agreement).

The below list of services, in addition to any other service described in this User Agreement or made available to you by zerohash through the Platform, are collectively referred to as the “**Services**” in this User Agreement. The Services may not be available in all jurisdictions and may be provided by zerohash or its Affiliates including, but not limited to, ZHLS and/or ZHT. All fees for the Services will be disclosed to you prior to you using the Services (as discussed in Section 9.3 (*Order Placement*) below).

- 1.1. **Buy/Sell Services.** Purchase and/or sell Digital Assets in exchange for Fiat Currencies. Depending on the model offered by the Platform, the buy/sell Transactions may take place either through an over-the-counter request-for-quote service (“**RFQ**”) or through a trading platform consisting of a central limit order book or other similar order book (each an “**Order Book**”). See Section 9 (*Digital Asset Transactions*) for a more detailed description of how to engage in buy/sell Transactions.
- 1.2. **Liquidity Services.** Source Digital Assets (in other words, purchase or sell) from ZHLS or other Liquidity Providers (defined in Section 9.1 (*Liquidity Providers*) below) when engaging in a buy/sell Transaction or other Transaction described herein and as applicable. As further described in Section 9 (*Digital Asset Transactions*) below, by placing a request to engage in a Digital Asset Transaction, or otherwise engaging in a Digital Asset Transaction in any way as described in this User Agreement (an “**Order**”), either through the Platform or through the zerohash System and whether through RFQ or an Order Book, you may be engaging in a Digital Asset Transaction with ZHLS, an Affiliate of zerohash. In such case, you agree that ZHLS may:
 - (i) offer price quotes for Digital Asset Transaction and Order information either through the Platform or through the zerohash System, as applicable;
 - (ii) purchase or swap Digital Assets from you pursuant to your Order (either placed through the Platform or through the zerohash System) at the quoted price provided by ZHLS and in the amount specified in your Order; and
 - (iii) sell Digital Assets to you pursuant to your Order (either placed through the Platform or through the zerohash System) at the quoted price provided by ZHLS and in the amount specified in your Order.

ZHLS, at its sole discretion, may add a spread (i.e., a price premium) to each Digital Asset Transaction executed by you on the Platform or through the zerohash System and the execution price is not meant to imply the “market price.”

- 1.3. **Settlement Services.** Have all of your Transactions settled by zerohash on the zerohash System. In its capacity as a settlement and calculation agent, zerohash will act in good faith using commercially reasonable efforts to make determinations relating to any adjustments, obligations, disruptions, valuations, and settlements that occur throughout the duration of a Transaction. zerohash may, in its sole discretion, use any calculation method that it determines necessary to determine final settlement obligations, including, but not limited to, rounding

fractions of a cent using industry standard methods such as “bankers rounding”. zerohash shall calculate the transaction obligations due under open Digital Asset Transactions using any of the following information:

- (i) index values published by zerohash;
- (ii) published settlement price data provided by any Liquidity Provider(s) or, if applicable, the Platform; and
- (iii) Digital Asset Transaction information provided by any Liquidity Provider(s) or, if applicable, the Platform.

Where applicable, zerohash will display Transaction obligations owed by or to you via either the Platform or via the zerohash System.

- 1.4. **Custody Services.** Store Digital Assets in one or more Hosted Wallets (defined in Section 10.1 (*Hosted Wallet*) below), or store Fiat Currency in one or more omnibus bank accounts, controlled and managed by zerohash or its Sub-Custodians (defined Section 10.5 (*Sub-Custodian*) below), including ZHT (if applicable), as described in more detail in Section 10 (*Ownership/Custody of Your Assets*) below. If enabled by the Platform (if applicable), you may also be able to view Account balances through the Platform and track your Transaction history.
- 1.5. **Tax Reporting Services.** Receive certain tax reports for certain taxable Transactions that occurred in your Account and are required to be reported to the applicable taxing authority. The type of tax form you receive will depend on the jurisdiction in which you are located as well as the types of Transactions that occur in your Account. The accuracy of any tax form provided to you by zerohash depends on the accuracy of applicable Background Information (defined in Section 4.2 (*Information Required to Open Account*) below) provided by Business (or by you directly) to zerohash for us to provide you with the Tax Reporting Services. zerohash shall not be liable or responsible for the accuracy of any information provided to you on any tax form you receive from zerohash through the Tax Reporting Services. You are solely and ultimately responsible for ensuring that your contact information and Background Information is accurate and up to date and determining, reporting, and paying any tax liability incurred by your activity within your Account.

Notwithstanding anything herein to the contrary, unless required by Applicable Law (defined in Section 19.2 (*Compliance with Applicable Laws*) below) and enabled by the Platform, zerohash is not required to prepare or send to you any tax forms or reports related to your activity through zerohash, in which case you are solely responsible for reporting any taxable gains to the appropriate authority.

- 1.6. **P2P Services.** Send Digital Assets or Fiat Currency from your available Account balance to other eligible Business and zerohash joint customers (“**P2P Transactions**”). By placing a P2P Transaction through the Platform, you are instructing zerohash to transfer any specific Digital Assets or Fiat Currency held in your Account and the beneficial ownership thereof to another zerohash account holder (including Business, if applicable). P2P Transactions may be placed only in Digital Assets and Fiat Currency as permitted on the Platform. P2P Transactions with Digital Assets take place off chain and are not broadcast to an associated blockchain or

network and, therefore, will not be reflected on any public ledger. Any attempt to engage in a P2P Transaction with an ineligible account will be voided. You are responsible for entering accurate instructions through the Platform for any P2P Transaction. Any representation of a P2P Transaction in Fiat Currency will be based on the then available exchange rate as determined by zerohash in its sole discretion, but any such representation in such Fiat Currency is not a guarantee or promise as to the value of Digital Assets that will be transferred.

- 1.7. **Rewards & Awards Services.** Receive from Business promotional Digital Asset awards, or receive any Digital Asset rewards as a result of your credit card, debit card, spending activities, or other activities specified under the rewards program with Business (collectively, (“**Rewards/Awards Transactions**”). Any promotional awards provided by Business to you or received as a result of a rewards program with Business are strictly governed by the Business’s terms and conditions governing such rewards and awards. Any Rewards/Awards Transactions that are delivered to your Account are the result of an instruction (i.e., an Order) from you delivered through the Platform to zerohash and any reversals related to previously disbursed rewards and/or awards shall be governed by the relevant Business terms and conditions to which you agreed in order to participate in such reward and/or award program offered by Business. In the event that zerohash receives instructions from Business to refund any previously disbursed rewards and/or awards or to otherwise reverse any Rewards/Awards Transaction, zerohash may withdraw such prior disbursements from your Hosted Wallet(s) and change your Account balance without prior notice to you. You must contact Business regarding the return of any points, credit, fees, or other payment method used to originally receive the reward and/or award, if applicable. zerohash and its Affiliates are not responsible, and have no liability for, the return of any such points, credit, fees, or other receipt method, if applicable. The value of any reward and/or award that is returned or refunded may have significantly changed in value since the time it was purchased, and therefore the amount of points, credit, fees, or other receipt method returned to you, if applicable, may be less than what you originally used to receive the reward and/or reward.
- 1.8. **Deposit Services.** Deposit supported Digital Assets and/or Fiat Currencies to your Account’s Hosted Wallet(s) and/or external bank account(s), as discussed in more detail in Section 10 (*Ownership/Custody of Your Assets*) below
- 1.9. **Withdrawal Services.** Withdraw supported Digital Assets and/or Fiat Currencies from your Account’s Hosted Wallet(s) to an external blockchain address and/or external bank account, as discussed in more detail in Section 10 (*Ownership/Custody of Your Assets*) below
- 1.10. **ACH Services.** Fund or receive funds from your Account, or fund your Digital Asset purchases, via ACH transfers (each an “**ACH Transfer**”). 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 “**ACH Authorization Agreement**”), as applicable, presented to you through the Platform and provide zerohash the information requested in the ACH Authorization Agreement and any additional information that may be requested by zerohash. You expressly authorize zerohash and its Affiliates (as applicable) to provide all necessary information necessary (including, but not limited to, Background Information and ACH Transfer information) to any third-party as required in order for us to provide the ACH Services. When using the ACH Services, you hereby represent and warrant that you have read, understand, and agree to the zerohash Electronic Fund Transfer Act Disclosures available [here](#),

which are incorporated herein by reference and which may be updated from time to time without prior notice to you.

- 1.11. **RTP Services.** Fund or receive funds from your Account, or fund your Digital Asset purchases, via RTP transfers (each an “**RTP Transfer**”). To engage in RTP Transfers, you must first agree to the Single-Entry RTP Debit or Credit Authorization Agreement or Standing RTP Debit and Credit Authorization Agreement (each an “**RTP Authorization Agreement**”), as applicable, presented to you through the Platform and provide zerohash the information requested in the RTP Authorization Agreement and any additional information that may be requested by zerohash. You expressly authorize zerohash and its Affiliates (as applicable) to provide all necessary information necessary (including, but not limited to, Background Information and RTP Transfer information) to any third-party as required in order for us to provide the RTP Services. When using the RTP Services, you hereby represent and warrant that you have read, understand, and agree to the zerohash Electronic Fund Transfer Act Disclosures available [here](#), which are incorporated herein by reference and which may be updated from time to time without prior notice to you.
- 1.12. **Remittance Services.** Purchase and/or send a designated amount of Digital Assets or Fiat Currency (“**Transfer Amount**”) to a wallet, address, or account: (i) outside of zerohash’s control; (ii) controlled by a designated recipient that is not a customer of zerohash (“**Recipient**”); (c) located outside of the United States; and (iv) for the purpose of converting the Digital Assets or Fiat Currency to the local currency of the designated recipient’s jurisdiction (each such Transaction, a “**Remittance Transfer**”). For Remittance Transfers, the Recipient may be either: (a) an individual natural person; or (b) a regulated financial institution where the purpose of the Remittance Transfer is to have such institution deposit the Transfer Amount (once converted to local Fiat Currency) into an individual person’s account at such institution, as directed by you. zerohash is not responsible for any Transfer Amount that is transferred to a Recipient and outside of zerohash’s control in accordance with your instructions pursuant to the Remittance Transfer submitted to zerohash by you through the Platform. You may only engage in a Remittance Transfer using Digital Assets or Fiat Currency from your available Account balance as displayed to you through the Platform or otherwise funded by you at the time of the Remittance Transfer. You are responsible for entering accurate instructions through the Platform for any Remittance Transfer. Remittance Transfers may be placed only in those Digital Assets or Fiat Currencies as permitted on the Platform. Any representation of a Remittance Transfer in a supported Digital Asset and Fiat Currency will be based on the then available exchange rate as determined by zerohash in its sole discretion, but any such representation in such Digital Asset and Fiat Currency is not a guarantee or promise as to the value of Digital Asset and Fiat Currency that will be transferred.
- 1.13. **Staking Services.** “Stake” certain Digital Assets held in your Hosted Wallet(s) to a third-party proof-of-stake network (“**Staking Network**”). If given the option, you will be able to: (i) open a staking account within your Account (“**Staking Account**”); (ii) transfer eligible Digital Assets held in your Hosted Wallet(s) to your Staking Account; and (iii) instruct zerohash or its Affiliates, through the Platform or the zerohash System, as applicable, to “stake” and “un-stake” certain eligible Digital Assets on your behalf via Staking Services provided by either zerohash or its Affiliates directly or a third-party validator node provider. zerohash and its Affiliates will not exercise any discretion over your Digital Assets with respect to the staking of

unstaked Digital Assets or the un-staking of staked Digital Assets. zerohash and its Affiliates retain sole discretion to determine which Digital Assets will be eligible for Staking Services.

If you instruct zerohash or its Affiliates through the Platform or through the zerohash System, as applicable, to stake eligible Digital Assets in your Account, zerohash or its Affiliates will facilitate the staking of those assets on your behalf by acting as, or contracting with a third-party to act on zerohash's or its Affiliates' behalf as, a transaction validator on the applicable Staking Network. If zerohash, its Affiliates, or the applicable transaction validator validates a block of transactions on the applicable network, you may earn a reward granted by the Staking Network ("**Staking Reward**").

The Staking Reward amount (if any) is determined by the protocols of the applicable Staking Network. zerohash or its Affiliates will distribute any Staking Reward to your Staking Account after receipt by zerohash or its Affiliates ("**Reward Share**") at regular intervals disclosed to you by zerohash or its Affiliates, minus a Staking Services fee retained by zerohash or its Affiliates, which shall be determined by zerohash and its Affiliates in their sole discretion on an asset-by-asset basis and disclosed to you prior to you receiving the Staking Services. Reward Shares earned by you will be added back to your Digital Asset balance currently staked in the Staking Network until you instruct zerohash or its Affiliates to un-stake the Digital Assets. Digital Assets that are unstaked will be remitted from your Staking Account to your zerohash Account.

You have no right to any Staking Reward until it is received by zerohash or its Affiliates. ZEROHASH AND ITS AFFILIATES DO NOT GUARANTEE THAT YOU WILL RECEIVE STAKING REWARDS, ANY SPECIFIC STAKING REWARD, OR ANY STAKING RETURN OVER TIME, INCLUDING ANY STAKING REWARD RATE THAT MAY BE PROVIDED TO YOU THROUGH THE PLATFORM OR THROUGH THE ZEROHASH SYSTEM, AS APPLICABLE

Certain staked Digital Assets may not be un-staked until the applicable bonding or lock-up period ends (i.e., the period of time that the applicable Staking Network requires the staked Digital Assets to be locked in the Staking Network), and that if you request certain Digital Assets to be unstaked or wish to close your Staking Account, you will have to keep your Staking Account open until the applicable Digital Assets become unstaked and transferred to your zerohash Account. You are responsible for researching and understanding any lock-up or bonding requirements or provisions associated with any Staking Network before you direct zerohash or its Affiliates to stake Digital Assets on your behalf.

A list of Digital Assets supported by zerohash and its Affiliates that are eligible for the Staking Services, as well as information on their lock-up periods, Reward Shares you may be eligible for, and zerohash's and its Affiliates' fees for the Staking Services, is available [here](#), which is incorporated by reference and which may be updated from time to time without prior notice to you.

Certain Staking Networks subject staked Digital Assets to a "slashing" penalty and a non-payment of Staking Rewards if the transaction validator representing those staked Digital Assets incorrectly validates a transaction. In the event zerohash, its Affiliates, or a transaction validator representing the staked Digital Assets is subject to a "slashing" penalty, zerohash or its Affiliates will compensate you for slashing penalties paid from your staked balance in an

amount determined by zerohash and its Affiliates in their sole discretion and disclosed to you prior to you receiving the Staking Services (the “**Slashing Reimbursement**”). The Slashing Reimbursement is the total amount available to you for slashing penalties imposed on your staked balance.

The Staking Services are generally safe but are not without risk. By using the Staking Services, you acknowledge and agree that you have read and understand the risks described in Section 8.4.2 (*Digital Asset Staking*) below.

- 1.14. **Swap Services.** Swap one Digital Asset for another (each a “**Swap Transaction**”). zerohash will only settle Swap Transactions in Digital Assets supported by zerohash and enabled on the Platform. Any Digital Asset received as a result of a Swap Transaction will be deposited in your Hosted Wallet(s) and reflected in your Account. If available to you in the Platform, you may also be able to send Digital Assets to a self-executing computer program maintained on a blockchain network (a “**Smart Contract**”) that automatically executes a Swap Transaction following receipt of instructions submitted to the Smart Contract by zerohash. zerohash will only process and send Swap Transactions to Smart Contracts approved by zerohash in its sole discretion. zerohash may decline to settle a Swap Transaction for any reason in zerohash’s sole discretion including, but not limited to, if: (i) necessary to comply with Applicable Law or zerohash’s internal compliance policies, or this User Agreement; (ii) zerohash deems the Swap Transaction high risk; (iii) the Smart Contract(s) executing the Swap Transaction(s) swaps a Digital Asset for another Digital Asset that is not supported by zerohash; (iv) a Smart Contract approved by zerohash is subsequently changed, altered, or modified in any way; (v) a Smart Contract withdraws a swapped Digital Asset to a blockchain address not approved by zerohash; or (vi) a Smart Contract fails to execute a Swap Transaction according to the instructions submitted to it by zerohash. zerohash and its Affiliates will not be responsible or liable to you in any way for any claims or losses incurred by you arising out of or in connection with the acts, errors, or omissions of the Smart Contracts or their blockchain networks.
- 1.15. **Account Funding Services.** Fund your Fiat Currency account held with Business, Custody Firm (defined in Section 5.2 (*Authorization to Fund Digital Asset Transactions*) below), or another third-party by depositing Digital Assets with zerohash for the purpose of zerohash converting the Digital Assets to Fiat Currency and withdrawing your Fiat Currency account (each a “**Fund Transaction**”). If instructed by Business or otherwise required by zerohash pursuant to its internal compliance policies, zerohash may reverse a previously settled Fund Transaction and send the Digital Assets back to the blockchain address that zerohash initially received the Digital Assets from. The value of any Digital Asset that is returned or refunded may have significantly changed in value since the time it was originally deposited with zerohash in connection with a Fund Transaction, and therefore may be worth less than what you originally owned. By using the Account Funding Services, you acknowledge and agree that you have read, understand, and accept the zerohash Third-Party Transaction Disclosures listed [here](#), which are incorporated herein by reference and which may be updated from time to time without prior notice to you.
- 1.16. **Tokenization Payment Rails Services.** Fund your Fiat Currency account held with Business, Custody Firm, or another third-party by depositing Digital Assets with zerohash for the purpose of zerohash converting the Digital Assets to Fiat Currency and withdrawing your Fiat Currency account for the purpose of using the Fiat Currency to purchase a tokenized asset or

take a position in a tokenized fund on the Platform (each a “**Tokenized Fund Transaction**”). If instructed by Business or otherwise required by zerohash pursuant to its internal compliance policies, zerohash may reverse a previously settled Tokenized Fund Transaction and send the Digital Assets back to the blockchain address that zerohash initially received the Digital Assets from. The value of any Digital Asset that is returned or refunded may have significantly changed in value since the time it was originally deposited with zerohash in connection with a Tokenized Fund Transaction, and therefore may be worth less than what you originally owned. **By using the Tokenized Payment Rails Services, you acknowledge and agree that you have read, understand, and accept the zerohash Third-Party Transaction Disclosures listed [here](#), which are incorporated herein by reference and which may be updated from time to time without prior notice to you.**

- 1.17. **Pay Services.** For: (i) shoppers or other payors (“**Senders**”), pay a merchant or other payee, which may include Business (“**Recipient**”), for certain goods or services (or otherwise make a payment to satisfy a certain payment obligation owed), by depositing Digital Assets with zerohash for the purpose of zerohash transferring the Digital Assets to the Recipient as satisfaction of the payment obligation owed; or (ii) Recipients, accept payments from Senders (or otherwise receive a payment to satisfy a certain payment obligation owed) in Digital Assets, which may, in each case as permitted in the Platform, be directly credited to your Account, withdrawn to an external blockchain address as instructed by you, or converted to Fiat Currency and credited to your Account or withdrawn to your external bank account as instructed by you (each a “**Pay Transaction**”). In order to use the Pay Services, you must be enrolled in Business’s Digital Assets pay program and agree to certain terms and conditions with Business (the “**Pay Program**”). If instructed by Business, a Recipient, or otherwise required by zerohash pursuant to its internal compliance policies, zerohash may reverse a previously settled Pay Transaction and send the Digital Assets back to the blockchain address that zerohash initially received the Digital Assets from. The value of any Digital Asset that is returned or refunded may have significantly changed in value since the time it was originally deposited with zerohash by a Sender in connection with a Pay Transaction, and therefore may be worth less than what the Sender originally owned. zerohash is not responsible for, or liable to you in any way, for: (i) calculating payment obligations owed between Senders and Recipients, which is the exclusive responsibility of Business; (ii) the quantity, quality, or other characteristic of the good or service purchased or sold, or other payment obligation, giving rise to a Pay Transaction; (iii) processing Pay Transaction refunds or otherwise reversing a Pay Transaction in accordance with this User Agreement; or (iv) disputes between you and Business, a Sender, or a Recipient, as applicable, in connection with the Pay Program or any Pay Transaction.

During your use of the Pay Services (whether as a Sender or Recipient), you acknowledge and agree to the following:

- (1) **zerohash as Agent of the Payee.** zerohash and its Affiliates shall at all times be acting as an agent of the Recipient (i.e., the payee) in each case to collect and process payments from the Sender (i.e., the payor) to the Recipient for goods or services provided to the Sender to the Recipient, and the payment of such goods and/or services is treated as received by the Recipient upon zerohash’s or its Affiliates’ receipt of the payment, and that the Sender’s rights in the payments extinguish upon zerohash’s or its Affiliates’ receipt of such payments.

- (2) Right to Immediately Convert. zerohash reserves the right to immediately convert the Digital Assets deposited by a Sender to zerohash to Fiat Currency when using the Pay Services. zerohash is not required to wait for further instruction from the Sender, Recipient, or Business upon receipt of the Digital Assets to make such conversion.
- (3) Right to Return or Convert if Above or Below the Required Payment Amount. If zerohash receives a deposit of Digital Assets from a Sender as a payment to a Recipient, and such deposit is: (i) above the required payment amount owed to the Recipient, zerohash reserves the right, at its sole discretion and without further instruction from the Sender, Recipient, or Business, to either (a) return the excess Digital Assets to the Address that sent the Digital Assets to zerohash, (b) credit the Digital Assets to the Recipient's zerohash Account, or (c) immediately convert the excess Digital Assets to Fiat Currency and transfer such Fiat Currency to the Recipient's zerohash Account or to the error account managed by zerohash and Business ("**Error Account**"); and (ii) below the required payment amount owed to the Recipient, zerohash reserves the right, at its sole discretion and without further instruction from the Sender, Recipient, or Business, to either (a) return the Digital Assets to the Address that sent the Digital Assets to zerohash, or (b) immediately convert the Digital Assets received to Fiat Currency, transfer such Fiat Currency to the Recipient's zerohash Account, and use funds from the Error Account to make up the difference in the payment amount required and the payment amount received.

If you are a Recipient accepting payments from Senders, and zerohash receives a payment from a Sender that is over or under the required payment amount, then (a) in the case of underpayments, you are solely responsible for recovering from the Sender the difference in the Digital Assets owed to you by the Sender, or (b) in the case of overpayments, you are solely responsible for returning any overpayment difference to the Sender and for contacting Business to retrieve any such funds from the Error Account (if applicable). zerohash shall not be responsible for, and you shall hold zerohash and its Affiliates harmless from, any and all claims or losses arising out of zerohash's processing of an overpayment or underpayment.

- 1.18. **Payout Services.** For: (i) merchants or other payors, which may include Business ("**Payors**"), pay a contractor, vendor, or other payee ("**Beneficiary**") for certain goods or services (or otherwise make a payment to satisfy a certain payment obligation owed) with Digital Assets by converting Fiat Currency in your Business Account (defined in Section 3.1.1 (*Individuals*) below) or zerohash Account to Digital Assets (or use your existing Digital Asset balances in your Account) for the purpose of zerohash transferring the Digital Assets to the Beneficiary as satisfaction of the payment obligation owed; or (ii) Beneficiaries, accept payments from Payors (or otherwise receive a payment to satisfy a certain payment obligation owed) in Digital Assets, which may, in each case as permitted in the Platform, be directly credited to your Account, withdrawn to an external blockchain address as instructed by you, or converted to Fiat Currency and credited to your Account or withdrawn to your external bank account as instructed by you (each a "**Payout Transaction**"). In order to use the Payout Services, you must be enrolled in Business's Digital Assets payouts program and agree to certain terms and conditions with Business (the "**Payout Program**"). If instructed by Business, a Payor, or otherwise required by zerohash pursuant to its internal compliance policies, zerohash may

reverse a previously settled Payout Transaction and require the Beneficiary to send back the Digital Assets received from a Payout Transaction (if sent to an external blockchain address). For Beneficiaries, you agree to comply with any written request from zerohash to return Digital Assets received as a result of a Payout Transaction to zerohash if zerohash is reversing the Payout Transaction in accordance with this User Agreement. If the Beneficiary's Digital Assets are custodied in a zerohash Account, then zerohash may debit such Digital Assets from the Account and reverse the Payout Transaction without prior notice to you. For Payors, the value of any Digital Asset that is returned or refunded may have significantly changed in value since the time it was originally sent by zerohash to a Beneficiary in connection with a Payout Transaction, and therefore may be worth less than what the Payor originally owned or purchased. zerohash is not responsible for, or liable to you in any way, for: (i) calculating payment obligations owed between Payors and Beneficiaries, which is the exclusive responsibility of Business; (ii) the quantity, quality, or other characteristic of the good or service purchased or sold, or other payment obligation, giving rise to a Payout Transaction; (iii) processing Payout Transaction refunds or otherwise reversing a Payout Transaction in accordance with this User Agreement; or (iv) disputes between you and Business, a Payor, or a Beneficiary, as applicable, in connection with the Payout Program or any Payout Transaction.

- 1.19. **Auth Services.** Connect one or more external blockchain wallets controlled by you, including, but not limited to, self-custodial or centralized exchange wallets (each a **"Wallet"**), to your Account via zerohash's proprietary wallet linking product (**"Auth"**). zerohash may use one or more third-party service providers in connection with Auth which may require you to agree to the terms and conditions of such third-party service providers prior to you using Auth. If you link a Wallet to your Account, you may be able to withdraw Digital Assets from your: (i) Wallet to your Account and/or use your Wallet Digital Asset balances to use another Service described herein (e.g., to use the Pay Services to engage in a Pay Transaction); and/or (ii) Account to your linked Wallet. When linking a Wallet to your Account using Auth, you represent and warrant to zerohash and its Affiliates that you are the sole owner and controller of each linked Wallet. zerohash, its Affiliates, and/or their third-party service providers: (a) will not custody the Private Keys (defined in Section 10.1 (*Hosted Wallets*) below) to your linked Wallets at any time during your use of the Auth Services unless expressly provided otherwise in writing by zerohash, its Affiliates, or their third-party service providers; (b) retain sole discretion on which types of Wallets they will make available for linking to your account via Auth; (c) may reject any Wallet or deposit/withdrawal Transaction in their sole discretion including, but not limited to, due to compliance with internal compliance policies or in accordance with this User Agreement or third-party service provider terms and conditions; (d) may, in their sole discretion, set and change quotas and other limits on Auth or any usage Auth, which may include the number of Transactions that you may initiate during a particular period or the minimum required time between any such Transactions and limit the amount of linked Wallets; (e) may disable or "un-link" a linked Wallet due to inactivity as determined in their sole discretion; (f) may require you to re-verify your control over a linked Wallet using zerohash's, its Affiliates', or the applicable third-party service providers' chosen authentication method at any time (including for each transfer initiated by you); and (g) may suspend or terminate your access to Auth if you are in violation of this User Agreement, the applicable Affiliate terms (if any), or the applicable third-party service provider's terms (if any) or for any other legitimate business reason.

When using Auth or the Auth Services, you shall not, and shall not permit any third-party to, directly or indirectly: (1) copy, reproduce, modify, create derivative works of, or distribute Auth or any component of Auth (including any third-party service provider's technology); (2) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence or organization of Auth or any third-party service provider's technology; (3) rent, lease, or use Auth for or on behalf of any third-party unless expressly permitted otherwise herein; (4) remove, obscure or destroy any proprietary or confidential legends or markings in connection with Auth; (5) develop, distribute or use any functionality that would disable, hack or bypass any security measures of zerohash or its third-party service providers, including any verification or authentication mechanisms implemented in or by Auth; (6) use any automated means (e.g., scraping, crawling, spidering or robots) to access, query or obtain any data received through Auth; (7) use Auth or the Auth Services in any way that (A) infringes, misappropriates, or otherwise violates any intellectual property rights, privacy, publicity, or other proprietary rights of any person, (B) interrupts, interferes with, or limits the functionality of any technology used to power Auth, or (C) diverts, misappropriates, or otherwise obtains unauthorized access to assets stored within the zerohash System or any linked wallet; (8) access Auth and/or the Auth Services to build a competitive product or service; (9) use the Auth or the Auth Services for any illegal, unlawful or unauthorized purposes; or (10) exceed or circumvent any quotas or limits on your use of Auth.

- 1.20. **zerohash OneID Services.** Use the Background Information you provided to zerohash when opening your Account through the Platform to use a zerohash Service in connection with another third-party platform or other application outside of the Platform and your relationship with Business (the ability to use such Background Information for the foregoing purpose is referred to herein as your "**zerohash OneID**"). zerohash may require you to provide additional Background Information or other information in order for you to use your zerohash OneID to access such other products. zerohash shall determine, in its sole discretion, which products and services and which platform, application, or other third-party that you may access using your zerohash OneID and may revoke your ability to use your zerohash OneID, in whole or in part, for any reason without prior notice to you. Please see our Privacy Policy discussed in Section 12 (*Privacy Policy*) below for more information on how your Background Information is used and shared in connection with your zerohash OneID.
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 zerohash System, as applicable, and update the "Last Updated" date above. We may also attempt to, but are not obligated to, notify you by sending a notice to any point of contact associated with your Account, which may include email, or by providing notice through the Platform or through the zerohash System. The foregoing sentence shall not apply to the extent that any specific notice is required by Applicable Law, in which case we will notify you of any changes to this User Agreement via the requisite form of notice which may include email, the Platform, the zerohash 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 Digital Asset 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 the User Agreement will

constitute your acceptance of the changes. If you do not agree to any of the amended terms and conditions contained in any update(s) to this user Agreement, 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 and/or restrict your Access to the Services. 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 to Open an Account and Use the Services

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**”) and must not have been previously suspended or removed from use of the Services. In addition, where applicable, you must have an account in good standing with Business (“**Business Account**”), or otherwise not be prevented from using or accessing the Services through the Platform, 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 into this User Agreement and in doing so will not violate any other agreement to which you are a party. zerohash is not responsible or liable for relying on the representations of your Authorized Persons, agents, employees, contractors, attorneys, financial advisors, or any other person zerohash 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 zerohash System. In addition, where applicable, you must have a Business Account in good standing, or otherwise not be prevented from using or accessing the Services through the Platform, if you are registering for an Account through the Platform.

Entities must go through zerohash’s standard Entity due diligence onboarding process when opening an Account, which may include providing zerohash with a link to your website. If during this process you answer “N/A” or “No” to the question of whether you have a website, then you are representing and warranting to zerohash and its Affiliates that you do not have a website.

Notwithstanding anything to the contrary herein, Business may restrict any Individual or Entity from accessing the zerohash Services through the Platform, in whole or in part, and whether before or after you have agreed to this User Agreement and opened a zerohash Account, as determined by Business in its discretion and/or pursuant to the Platform’s terms of use or other Business user terms (including, but not limited to, the Platform Agreement). zerohash shall not be liable or responsible to you in any way for Business’s decision to limit or restrict your access to the Services or your Account in accordance with the foregoing.

- 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 zerohash 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 without prior notice to you. Any updates to Permitted Jurisdictions shall be updated at the link above. If the link above is down, 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” as determined by the U.S. Treasury Department’s Office of Foreign Assets Control (“**OFAC**”), nor have you or any beneficial owner or controlling person of you (if applicable) been placed on any sanctions list by OFAC, the U.S. Commerce Department, the U.S. Department of State, or any other government where zerohash or its Affiliates operate and/or you access the Services from (a “**Prohibited Person**”). You further 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.** The Services made available to you may be limited depending on the Jurisdiction you are accessing the Services from, and zerohash reserves the right to restrict the Services made available to you based on your location without prior notice to you. Additionally, the Services may be limited or terminated if you are located in or move to a jurisdiction that is not supported by zerohash. 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 Orders or staked Digital Assets (as applicable) may be canceled or unstaked. zerohash shall not be liable or responsible 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 zerohash harmless for any actions taken by zerohash 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. How to Open an Account

4.1. **Your Relationship to zerohash and ZHT**

- 4.1.1. United States customers (other than those customers identified in Section 4.1.2 below) that live in an approved jurisdiction or State listed [here](#) (which is incorporated herein by reference and which may be updated from time to time without prior notice to you), as well as certain other customers approved by zerohash in its sole discretion, are customers of zerohash and ZHT and such customers expressly authorize ZHT to provide certain services through ZHT, including, but not limited to, Custody Services, Staking Services, trust services, and any other Services described in Section 1 (*zerohash Services*) above or disclosed to you in the Platform. With respect to customers of ZHT, this User Agreement constitutes a contract between such customer and zerohash and ZHT.
- 4.1.2. Customers who do not reside or are not domiciled in a State or jurisdiction listed in the link provided in Section 4.1.1 above, or who reside or are domiciled outside of the United States, and who are not otherwise customers of ZHT, are customers of zerohash. With respect to customers of zerohash, this User Agreement constitutes a contract between such customer and zerohash.

4.2. **Information Required to Open Account**

- 4.2.1. **Personal Information.** During the Account registration process for individuals, you must provide the Platform and zerohash 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 zerohash,, its Affiliates, and applicable third-parties pursuant to Business's Privacy Policy (discussed in Section 12 (*Privacy Policy*) below) and/or 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 zerohash 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 zerohash Privacy Policy discussed in Section 12 (*Privacy Policy*) below.
- 4.2.2. **Entity Information.** During the Account registration process for Entities, you must provide the Platform and/or zerohash 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 zerohash, 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.

Personal Information and Entity Information shall collectively be referred to herein as “**Background Information**”.

- 4.3. **Verification.** You hereby authorize zerohash, 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 zerohash deems necessary at our sole discretion based on the results. 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 zerohash.** You understand and acknowledge that: (i) your Account is self-directed (that is, you are submitting Orders and entering into Transactions on your own accord and at your own direction, and not at the direction of or for the benefit of a third-party), and you hereby appoint zerohash as your agent for the purpose of carrying out your instructions you place on the Platform or through the zerohash 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 zerohash System, (b) Digital Asset and Fiat Currency balances custodied with zerohash or its Sub-Custodians (including ZHT), or (c) Digital Asset Transaction, trading, or investment decisions including, but not limited to, the purchase, sale, swap, custody, or transfer of Digital Assets; and (iii) Business, or anyone acting on behalf of Business, is not an agent of zerohash or its Affiliates. zerohash may rely on your instructions placed on the Platform or through the zerohash System, and zerohash and its Affiliates shall not be liable for relying on and executing on such instructions. You hereby authorize zerohash to open and close your Account, restrict access to the zerohash System, settle and cancel Orders, collect and offset any fees or other amounts due to zerohash, and take such other steps as are reasonable to carry out your instructions.
- 5.2. **Authorization to Fund Digital Asset Transactions.** When you submit an Order to purchase, sell, or swap Digital Assets through the Platform, you are entering into a legally binding obligation to purchase or sell Digital Assets in exchange for Fiat Currency (or swap one Digital Asset for another). Once the Order has been executed, you will be required to fund the Transaction via the method authorized by the Platform or zerohash System, as applicable, as described in more detail in Section 9.5 (*Source of Funds; Destination of Proceeds*) below.

If you are funding a purchase Transaction using funds available in your Business Account (if applicable), then you are authorizing and instructing zerohash to instruct the institution with which you custody your Fiat Currency funds pursuant to your Platform Agreement (or in the case of Business, its banking partner) (“**Custody Firm**”) to transfer the funds required to fill the Order from your Business Account to zerohash. In doing so, you understand and acknowledge that: (i) your Account is provided by zerohash and is separate from your Business Account; (ii) neither zerohash nor its Affiliates are under the control of Business or Custody Firm; (iii) your zerohash 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 wired or transferred to zerohash; and (iv) Digital Assets in your zerohash Account are not held at Business or Custody Firm and that Business and Custody Firm only take instructions regarding transferring funds as described in the Platform Agreement (if applicable).

Upon transfer from your Business Account or any other account where you hold Fiat Currency funds (as applicable) to zerohash for the purposes of settling your purchase Transactions or funding your Account with Fiat Currency, the Fiat Currency 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 ZEROHASH OR ANY OF ITS AFFILIATES ARE FDIC-INSURED BANKS OR SIPC-MEMBER BROKERAGE FIRMS. ACCORDINGLY, YOUR DIGITAL ASSETS ALSO ARE NOT PROTECTED UNDER THE SIPC OR THE FDIC AND MAY LOSE VALUE. FIAT CURRENCY FUNDS HELD BY ZEROHASH OR ITS SUB-CUSTODIANS (INCLUDING ZHT) ON YOUR BEHALF (IF APPLICABLE) WILL BE HELD AT AN FDIC-INSURED BANK LISTED [HERE](#), WHICH IS INCORPORATED HEREIN BY REFERENCE AND WHICH MAY BE UPDATED FROM TIME TO TIME WITHOUT PRIOR NOTICE TO YOU.**

- 5.3. **Authorization to Share Information with Business and other Third-Parties.** If you are registering an Account through the Platform, you hereby authorize us to provide Business, zerohash Affiliates, and/or an applicable third-party (as discussed below) any data or information you provide to us, including without limitation any of your Background Information, Account information, Account activity, or any Communications we have with you (except as expressly prohibited by Applicable Law), and to continue sharing such information, and any revisions or additions thereto, with Business, our Affiliates, 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) or you notify us of your intent to revoke this authorization. Except where prohibited by Applicable Law, if you revoke this authorization to share information, in whole or in part, we reserve the right to immediately suspend or close your Account and/or restrict your Access to all or some of the Services that require this information sharing to meet our legal, regulatory, industry or contractual obligations. However, we may retain all Account information, including without limitation 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 appropriate 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 (*Account Registration*) 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 Digital Asset 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 zerohash Privacy Policy discussed in Section 12 (*Privacy Policy*) below.

6. **Account Management**

- 6.1. **Account Access.** If accessing the Services through the Platform, the level of access to your Account will depend on the particular Service you are utilizing and the level of access permitted by Business. For example, if the Platform allows you to access your Account and continuously see Account balances, Transaction history, etc., then you may be able to access your Account in the same method that you access your Business Account, which may include using your username and password connected to your Business Account ("**Login Credentials**"). If the Platform provides you limited access to your Account (for example, if your only interaction with zerohash was to purchase a Digital Asset and immediately withdraw it to an external blockchain address), then you may be limited to viewing your Transaction receipts or other limited information. No matter the level of access you have to your Account through the Platform, you may contact zerohash at any time by emailing support@zerohash.com for any information concerning your Account.

If you are accessing the Services directly through the zerohash System, you will use your zerohash provided Login Credentials to access your Account.

You may only access your Account using the method(s) authorized or required by zerohash and/or Business (as applicable). From time to time, zerohash or Business (as applicable) may require you to access your Account via new or different access method (including but not limited and as applicable, changing your Login Credentials and re-verifying your Background Information) at their discretion and as a condition to your continued access to and use of your Account and the Services. You shall not share your Account access method(s) or Login Credentials (as applicable) 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, Orders, 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 Background 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 by contacting Business via the method available to you in the Platform and/or zerohash at support@zerohash.com. 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 (*PERMITTED JURISDICTIONS*) AND SECTION 3.5 (*SERVICES AND YOUR LOCATION*) REGARDING HOW A CHANGE IN YOUR JURISDICTION OF RESIDENCE OR FORMATION MAY IMPACT YOUR ACCESS TO THE SERVICES.

As part of our legal compliance programs ("**Compliance Programs**"), 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 (if applicable) and any other forms of authentication and, 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 are solely responsible for maintaining the security of your Account to the extent you have access (including, if applicable, 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 shall 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, Orders, actions, or transactions (“**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 are solely responsible for any Order placed through your Account as a result of Unauthorized Activity.

You must 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 an Order 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.** zerohash and its Affiliates maintain an Anti-Fraud Policy, which is available [here](#) and incorporated herein by reference (and which may be updated from time to time without prior notice to you), designed to detect and prevent fraud and to identify and assess fraud-related risk areas. In furtherance of their Anti-Fraud Policy, zerohash and its applicable Affiliates will monitor your use of your Account. Any actual or suspected Unauthorized Access and/or Unauthorized Activity will be treated by zerohash as potentially fraudulent (“**Potentially Fraudulent Activity**”). You must 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, zerohash 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 Orders, and/or requiring you to access your Account via a new or different method or change your Login Credentials (if applicable).

You shall 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 shall: (i) cooperate fully with the legal authorities and zerohash in such investigation; (ii) complete any required affidavits promptly, accurately and thoroughly; and (iii) allow zerohash, or any third-party designated by us, access to your mobile device, computer, and network as may be relevant to such investigation. Any failure to cooperate in any such investigation may cause delays in regaining access to your Account and any funds, including Digital Assets held in your Hosted Wallet(s).

- 6.6. **Code of Conduct.** By agreeing to this User Agreement, you acknowledge and agree that you have read, understood, and agree to comply with the zerohash Code of Conduct available [here](#) (which is incorporated herein by reference and which may be updated from time to time without prior notice to you) at all times when accessing your Account or otherwise using the Services.
- 6.7. **Prohibited Activity.** You shall 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, zerohash, or their Affiliates; (ii) place any Order 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 zerohash, Business, or their Affiliates; (v) violate the laws and regulations applicable to Business, zerohash, or their Affiliates; (vi) bring disrepute to zerohash, Business, or their Affiliates in any way; (vii) disclose to any person any Order placed by another user; (viii) place any Order 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 Orders 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 zerohash 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 Orders 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, zerohash, and their Affiliates; or (xvi) purchase or transfer any Digital Assets (including, but not limited to, NFTs or tokenized assets) that are 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, you shall not use the Services or otherwise use your Account in connection with any of the businesses, activities, or practices listed [here](#), which is incorporated herein by reference and which may be updated from time to time without prior notice to you. You hereby represent and warrant that you have commercially reasonable policies and procedures in place to ensure compliance with this section. If you have any

questions concerning the application of this section to your use of the Services, you may contact zerohash at support@zerohash.com.

7. **Disabling Your Account**

- 7.1. **Disabling Your Account.** You may disable your Account at any time and for any reason unless zerohash believes, at our sole discretion, that such action is being performed in an effort to evade an investigation or is being done so in connection with your violation of this User Agreement or Applicable Law. 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, you must liquidate any Digital Asset balance(s) maintained in your Hosted Wallet(s) and reflected in your Account via the Platform or via the zerohash System, if applicable, the proceeds of which shall be transferred to you via the method permitted by Business through the Platform, or if applicable, to your Business Account (or as directed by you if you do not have a Business Account or other method available to you via the Platform). You requesting that zerohash 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 zerohash System, and such instructions are solely your responsibility.

You are solely responsible for any fees, costs, expenses, taxes, charges or obligations (collectively, “**Costs**”) associated with the disabling and closing of your Account, including without limitation any Costs incurred liquidating your Digital Assets and returning or transferring your funds or assets to you, and you authorize zerohash, where applicable, to deduct any Costs from your Account or the proceeds of any liquidation. In the event any incurred Costs exceed the value of your Account, you are responsible for reimbursing zerohash the value of such Costs and that you will remain liable to zerohash 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. Further, you are solely responsible for any tax liability associated with the sale, including without limitation a liquidation sale, of any Digital Assets, and you authorize zerohash to withhold any applicable taxes from the sale of Digital Assets, as determined by zerohash at our reasonable discretion.

zerohash 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, we have the right to immediately suspend or terminate your Account and/or freeze any Digital Asset and/or Fiat Currency 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 Compliance Programs, or any Applicable Laws, or that you present a risk to zerohash and/or its Affiliates, reputational or otherwise; (ii) we are required to do so by Applicable Law; (iii) we suspect any suspicious or Unauthorized Activity or any actual or attempted Unauthorized Access to your Account or your access method or Login Credentials (as applicable); (iv) your Business Account has been suspended or terminated or you no longer have access to the Platform (if applicable); (v) zerohash 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. zerohash may surrender any unclaimed or abandoned Fiat Currency or

Digital Assets 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 access or login to the Platform or the zerohash System when you attempt to access the Services. We may, at our sole discretion and as permitted by Applicable 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, liquidate any remaining Digital Asset balance(s) in your Hosted Wallet(s) and return any proceeds, less any Costs, to you via the method available to you by Business in the Platform, to your Business Account (or as directed by you if you do not have a Business Account or other method available to you in the Platform), or directly to you via authorized transfer (e.g., ACH, wire, etc.) or physical check mailed to the address on file with zerohash. In the event your Account is terminated, you hereby authorize zerohash to sell any such remaining Digital Asset balance(s) in your Hosted Wallet(s) at the prevailing market price(s), and transfer the proceeds to you; (i) via the method available to you by Business in the Platform, (ii) to your Business Account (or as directed by you if you do not have a Business Account or other method available to you in the Platform), or (iii) directly to you via authorized transfer (e.g., ACH, wire, etc.) or physical check mailed to the address on file with zerohash; less any Costs associated with such sale(s) or transfers and the closure or termination of the Account. You are solely responsible for any Costs associated with the suspension or termination of your Account and you authorize zerohash, where applicable, to deduct any Costs from your Account or proceeds of any liquidation. Further, you are solely responsible for any tax liability associated with the sale, including without limitation a liquidation sale, of any Digital Assets, and you authorize zerohash to withhold any applicable taxes from the sale of Digital Assets, as determined by zerohash at our reasonable discretion.

8. Digital Assets

- 8.1. **Supported Digital Assets.** A list of Digital Assets that zerohash currently supports is available [here](#), which may be updated from time to time without prior notice to you ("**Supported Assets**"). Notwithstanding the foregoing, Business has sole discretion on which Supported Assets will be made available to you via the Platform (and zerohash has sole discretion on which Supported Assets will be made available to you via the zerohash System, if applicable). zerohash may delist a Supported Asset, at any time and for any reason at our sole discretion without prior notice to you, including but not limited to changes in a given Digital Asset's characteristics or due to a change in the Digital Asset's regulatory classification (each a "**Delisted Asset**"). In the event that you have any Delisted Assets in your Account, you shall, as instructed by zerohash or Business, either: (i) withdraw such Delisted Assets to an external blockchain address by a date established by zerohash or Business; or (ii) liquidate Delisted Asset balances maintained in your Account via the Platform or zerohash System, if applicable, the proceeds of which shall be transferred to you via the method permitted by Business through the Platform, or if applicable, to your Business Account (or as directed by you if you do not have an applicable Business Account or other method available to you via the Platform).
- 8.2. **Network Control.** zerohash does not own or control any of the underlying software through which blockchain networks are formed and Digital Assets are created and transacted. In

general, the underlying software for blockchain networks tends to be open source such that anyone can use, copy, modify, and distribute it. zerohash is not responsible for the operation of the underlying software and networks that support Digital Assets and makes no guarantee of functionality, security, or availability of such software and networks.

- 8.3. **Forks and Airdropped Digital Assets.** The underlying blockchain protocols are subject to sudden changes in operating rules, resulting in a permanent change in the consensus algorithm resulting from the creation of a new blockchain, which can be significantly different from the original blockchain (a “**Fork**”) and implement changes in operating rules or other features that may result in more than one version of a network (each, a “**Forked Network**”) and more than one version of a Digital Asset (“**Forked Assets**”). In addition, operators of blockchain networks, and other interested parties, may offer or issue Digital Assets based on existing ownership or other factors, the issuance of which may be characterized as an interest, dividend, or “airdrop” (collectively, “**Airdropped Digital Assets**”).

Forked Networks and the available supply of any Forked Assets and Airdropped Digital Assets are wholly outside of the control of zerohash, and our ability to deliver Forked Assets resulting from a Forked Network and our ability to deliver Airdropped Digital Assets may depend on third-parties that are outside of our control and/or zerohash may choose to not support such Forked Assets or Airdropped Digital Assets. Forks and the issuance of Airdropped Digital Assets may materially affect the value, function, and/or even the name of the Digital Assets you store in your Hosted Wallet(s). In the event of a Fork, zerohash may temporarily suspend the Services (with or without advance notice to you unless required by law) while we determine, at our sole discretion, which, if any, Forked Network(s) to support. More information on how zerohash treats Forks and Airdrops may be found [here](#), which is incorporated herein by reference and which may be updated from time to time without prior notice to you.

zerohash MAY DETERMINE, IN OUR SOLE DISCRETION, NOT TO SUPPORT A FORKED NETWORK OR THE DISTRIBUTION OF AIRDROPPED DIGITAL ASSETS AND THAT YOU HAVE NO RIGHT, CLAIM, OR OTHER PRIVILEGE TO FORKED ASSETS ON SUCH UNSUPPORTED FORKED NETWORK OR SUCH UNSUPPORTED DISTRIBUTION OF AIRDROPPED DIGITAL ASSETS. zerohash MAY, IN OUR SOLE DISCRETION, DETERMINE THE APPROACH TO SUCH FORKED ASSETS AND ANY DISTRIBUTION OF AIRDROPPED DIGITAL ASSETS, WHICH MAY INCLUDE ABANDONING OR OTHERWISE ELECTING NOT TO SUPPORT SUCH FORKED ASSETS AND THE DISTRIBUTION OF AIRDROPPED DIGITAL ASSETS AS PART OF THE SERVICES. zerohash IS UNLIKELY TO SUPPORT MOST FORKED NETWORKS AND THE DISTRIBUTION OF AIRDROPPED DIGITAL ASSETS AND THAT MOST FORKED ASSETS AND AIRDROPPED DIGITAL ASSETS WILL LIKELY NOT BE MADE AVAILABLE TO YOU. zerohash MAY CHANGE THE DIGITAL ASSETS THAT IT SUPPORTS FROM TIME TO TIME. zerohash DISCLAIMS ANY LIABILITY FOR ANY ATTEMPT BY YOU TO USE THE SERVICES FOR DIGITAL ASSETS THAT zerohash DOES NOT SUPPORT OR NO LONGER SUPPORTS.

- 8.4. **Risks.** There are several risks associated with Digital Assets, Digital Asset trading, and staking Digital Assets. Before using the Services, you should ensure that you have read and understand the Risk Disclosures listed below in this Section 8 and described [here](#), which is incorporated herein by reference and which may be updated from time to time without prior notice to you. By accessing and using the Services, you hereby represent and warrant that you have read and understand the Risk Disclosures. Please note that the Risk Disclosures are not an exhaustive list of all risks associated with Digital Assets and the Services.

8.4.1. Digital Asset Risks.

8.4.1.1. Unique Features of Digital Assets. Digital Assets are not legal tender in the United States, are not backed by the United States government, have no intrinsic value, and are not subject to FDIC or SIPC protections. The price of Digital Assets is based on the agreement of the parties at the time of any given transaction, which may or may not be based on the market value of the Digital Assets at the time of the transaction. The value of a Digital Assets may be derived from the continued willingness of market participants to exchange Fiat Currency for Digital Assets, which may result in the potential for permanent and total loss of a value of a particular Digital Asset should the market for that Digital Asset disappear. Accordingly, the nature of Digital Assets means that there is no assurance that: (i) a market participant who accepts a Digital Asset as payment today will continue to do so in the future; (ii) a market participant's Digital Asset losses will be afforded any kind of a legal protection, such protection which may be limited to private insurance, bonds, or trust accounts (if available); and (iii) a bond or trust account maintained by zerohash or its Affiliates, or an exchange, intermediary, custodian, or vendor (if any), for your benefit will be sufficient to cover all losses incurred by market participants.

8.4.1.2. Price Volatility. The value of any Digital Asset, including assets (such as "stablecoins") pegged to, or designed to track the value of, Fiat Currency, commodities, or any other asset, may go to zero. The price of a Digital Asset is based on the perceived value of the Digital Asset and subject to changes in sentiment, which make these products highly volatile. Digital Assets that are pegged to the price or value of any other asset, including Fiat Currency, are not guaranteed to remain pegged to that asset's or Fiat Currency's value. Certain Digital Assets, including those pegged to any other asset's or Fiat Currency's value, have experienced daily price volatility of more than 25% and may be considerably higher. As such, the volatility and unpredictability of the price of Digital Assets relative to the price of Fiat Currency may result in significant loss over a short period of time. We are not liable for price fluctuations in any Digital Asset listed or Digital Asset Transaction executed on the Platform.

8.4.1.3. Valuation and Liquidity. Digital Assets can be traded through privately negotiated transactions and through numerous Digital Asset exchanges and intermediaries around the world, each with its own pricing mechanism and/or order book. The lack of a centralized pricing source poses a variety of valuation challenges. In addition, the dispersed liquidity may pose challenges for market participants trying to exit a position, particularly during periods of stress. Such characteristics of the Digital Asset markets may result in canceled or partially filled Digital Asset Orders.

Liquidity Providers may at their sole discretion, add a spread (i.e., a price premium) to each Digital Asset Transaction executed by you on the Platform or through the zerohash System and the execution price is not meant to imply the "market price."

8.4.1.4. Cybersecurity. When you place an Order for a Digital Assets, you are dealing with something that is digital and not tangible. Thus, the nature of Digital Assets may lead to an increased risk of fraud (as outlined in Section [8.4.1.11](#) (*Frauds and Scams*) below) or cyber attacks. The cybersecurity risks of Digital Assets and related "wallets" or spot exchanges

include hacking vulnerabilities and a risk that publicly distributed ledgers and blockchain networks (including Smart Contracts) may not be immutable, which may include, but is not limited to, 51% attacks. A 51% attack refers to an attack on a blockchain by a group, or coalition of groups acting in concert, controlling more than 50% of the network's mining hash rate or computing power which may cause a substantial change in the underlying protocol and/or cause significant market disruption. As it concerns Smart Contracts, these are computer code programs written by third-parties that may contain errors, operate independently and autonomously after being published, remain unsupervised while in operation, and may be exploited by hackers or other third-parties. A cybersecurity event could result in a substantial, immediate and irreversible loss for market participants that trade Digital Assets. Even a minor cybersecurity event in a Digital Asset is likely to result in downward price pressure on that product and potentially other Digital Assets.

8.4.1.5. Opaque Spot Market. Digital Asset balances are generally maintained as an address on the blockchain and are accessed through Private Keys, which may be held by a market participant or a custodian. Although Digital Asset Transactions can be publicly available on a blockchain or distributed ledger, the public address does not identify the controller, owner or holder of the Private Key. Unlike bank and Business Accounts, Digital Asset exchanges and custodians that hold Digital Assets do not always identify the owner. The opaque underlying or spot market poses asset verification challenges for market participants, regulators and auditors and gives rise to an increased risk of manipulation and fraud, including the potential for Ponzi schemes, bucket shops and pump and dump schemes, which may undermine market confidence in a Digital Asset and negatively impact its price. These unique risks mean that transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.

8.4.1.6. Digital Asset Exchanges, Intermediaries and Custodians. Digital Asset exchanges, in general globally, as well as other intermediaries, custodians and vendors used to facilitate Digital Asset Transactions, are relatively new and largely unregulated in both the United States and many foreign jurisdictions. The opaque underlying spot market and lack of regulatory oversight creates a risk that a Digital Asset exchange may not hold sufficient Digital Assets and funds to satisfy its obligations and that such deficiency may not be easily identified or discovered. In addition, many Digital Asset exchanges have experienced significant outages, downtime and transaction processing delays, flash crashes, and may have a higher level of operational risk than regulated futures or securities exchanges. Outages, regardless of severity or length of downtime or delays, can negatively impact Digital Asset markets and prices. Thus, the nature of Digital Assets means that technological difficulties experienced by exchanges, intermediaries, custodians, and vendors may prevent access or use of a market participant's Digital Asset at any given time.

8.4.1.7. Regulatory Landscape. Digital Assets currently face an uncertain regulatory landscape in the United States and many foreign jurisdictions. In the United States, Digital Assets may be regulated by one or more state regulatory bodies. In addition, many Digital Asset derivatives are regulated by the Commodities Futures Trading Commission, and the Securities and Exchange Commission has cautioned that initial coin offerings and certain Digital Assets are likely to fall within the definition of a security and subject to U.S.

securities laws. One or more jurisdictions at the state, federal, or international level may, in the future, adopt laws, regulations or directives that adversely affect the use, transfer, exchange, and value of Digital Assets, their networks, and their users. Such laws, regulations or directives may impact the price of Digital Assets and their acceptance by users, merchants and service providers.

8.4.1.8. Technology. The relatively new and rapidly evolving technology underlying Digital Assets introduces unique risks. For example, a unique Private Key is required to access, use or transfer a Digital Asset on a blockchain or distributed ledger. The loss, theft or destruction of a Private Key may result in an irreversible loss. In addition, some Digital Asset Transactions are deemed made when recorded on a public ledger or blockchain, which is not necessarily the date or time that a market participant initiates a transaction. The ability to participate in Forks could also have implications for investors. For example, a market participant holding a Digital Asset position through a Digital Asset exchange may be adversely impacted if the exchange does not allow its customers to participate in a Fork that creates a new product.

8.4.1.9. Transaction Fees. Many Digital Assets allow market participants to offer miners (i.e., parties that process transactions and record them on a blockchain or distributed ledger) a fee. While not always mandatory, a fee is generally necessary to ensure that a transaction is promptly recorded on a blockchain or distributed ledger. The amounts of these fees are subject to market forces and it is possible that the fees could increase substantially from the estimated fees displayed to you through the Platform or zerohash System, as applicable. In addition, Digital Asset exchanges, wallet providers and other custodians, including zerohash and ZHT, may charge high fees relative to custodians in many other financial markets. zerohash and ZHT are under no obligation to pass along network fees at cost.

8.4.1.10. Tax Obligations. Engaging in Digital Asset Transactions may result in taxable income or otherwise result in tax reporting obligations to one or more taxing authorities by you. See Section [11.3](#) (*Taxes*) below for your potential tax reporting obligations.

8.4.1.11. Fraud and Scams. On-chain Digital Asset Transactions are irreversible. Criminals may attempt to exploit this feature of Digital Asset Transactions through various fraud and scam schemes. You should be wary of any third-party who contacts you and instructs that you deliver Digital Assets, credit card details, or Account details to them for any purpose. Common schemes include fraudulent customer and technical support personnel impersonating zerohash, Business, their Affiliates, or any other third-party through which you hold an account, contacting you and asking for you to verify a credit card or account number. These scammers may “spoof” legitimate phone numbers and may sound very convincing. zerohash and its Affiliates will never contact you to initiate a Digital Asset Transaction to any external wallet address not provided by you through the Platform or zerohash System, as applicable to your use of the Services. Scammers may also attempt to exploit social media by offering illegitimate and fraudulent “crypto giveaways” or “investment opportunities” that ultimately seek your Account login credentials or other private information that can be used to compromise your Account. Additionally, criminals may contact you via email in order to entice you to download a malicious attachment or to

enter your Account login credentials to a spoofed webpage. You should never share your Account access methods, credentials, or login information with anyone.

8.4.2. **Digital Asset Staking.** In addition to the risks associated with Digital Assets disclosed above, which are equally applicable to staked assets, the staking of Digital Assets involves the following additional risks:

8.4.2.1. **Lock-Up Period.** Once staked, your Digital Assets may be required by the Staking Network to be locked up for a certain period of time, which may prevent you from being able to instruct zerohash or its Affiliates to un-stake such Digital Assets on your behalf. This means that the Digital Asset balance you stake will be unavailable to sell or send until you un-stake it. You can request to un-stake your Digital Assets at any time, but the process can take anywhere from a few hours to a few weeks, depending on the asset and Staking Network. The time to un-stake is dependent on network conditions and is often set by the underlying Staking Network. Un-staking is not guaranteed to be completed in any specific amount of time. In addition, Digital Asset prices can be highly volatile, and the market value may significantly change by the time you successfully un-stake your Digital Assets – in other words, there is a risk that the market price could be higher or lower by the time un-staking is complete. You are responsible for researching and understanding any lockup requirements or provisions associated with any Staking Network before you direct zerohash or its Affiliates to stake your Digital Assets on your behalf.

8.4.2.2. **Protocol Penalties or “Slashing”.** As discussed in Section [1.13 \(Staking Services\)](#) above, some Staking Networks impose penalties (called “slashing”) for validators who violate protocol rules or fail to fulfill their duties. While rare, these penalties can lead to a loss of a portion of your staked Digital Assets. In the event of a slashing incident, zerohash or its Affiliates may or may not replace your Digital Assets, depending on the cause of slashing and as determined by zerohash and its Affiliates in their sole discretion.

zerohash and its Affiliates are committed to reimbursing you for slashing penalties resulting from mistakes made by zerohash, its Affiliates, or any of their third-party validators, where appropriate. You are not required to take any action in this situation to receive this reimbursement.

There are a few situations where zerohash and its Affiliates will not reimburse you for slashing penalties. For example, if slashing occurs as a result of your own actions, or an exploit or bug in the Staking Network itself. In these events, it is possible you could lose some or all of the Digital Assets you have chosen to stake, and zerohash and its Affiliates are not responsible to you for reimbursement.

8.4.2.3. **Staking Rewards.** Staking Rewards come from the underlying Staking Network, not zerohash or its Affiliates. zerohash and its Affiliates cannot guarantee that you will earn any Staking Reward and do not have any discretion in the calculation or payment of Staking Rewards. Staking Network rules and conditions can change, so past Staking Rewards are not necessarily predictors of future Staking Rewards. Other factors such as zerohash’s or its Affiliates’ hardware, software, or network downtime can also result in lost Staking Rewards. Staking Rewards are not guaranteed. It is possible that Staking Rewards

you earn will be higher or lower than estimates based on past Staking Network behavior. Not earning any Staking Reward on staked Digital Assets is also possible.

8.4.2.4. **No Investor or Deposit Insurance Protection.** Digital Asset balances staked to a Staking Network will not be provided protections under the SIPC or the FDIC.

9. **Digital Asset Transactions**

- 9.1. **Liquidity Providers.** When you place an Order through the Platform or the zerohash System (whether through RFQ or an Order Book), you are requesting to buy, sell, or swap Digital Assets to, from, or with other fully onboarded users of zerohash. Some onboarded users, including ZHLS, engage in Digital Asset trading activities for profit. We may, at our sole discretion, use various intermediaries that quote buy, sell, and swap prices in Digital Assets held in their own inventory ("**Liquidity Provider**") to source Digital Assets for your Order(s) in order to fulfill and settle such Orders. zerohash may, at its sole discretion, determine which Liquidity Provider acts as the buyer, seller, and/or swapper of Digital Assets for any given Order placed by you through the Platform or the zerohash System.
- 9.2. **Market Orders.** Orders to purchase, sell, or swap Digital Assets at the prevailing market price ("**Market Orders**") are based on the prevailing market price at the time the Market Order is filled, which is determined by ZHLS, or any other applicable Liquidity Provider, using proprietary methods, algorithms, processes, procedures and intermittent data. Liquidity Providers, including ZHLS, may, subject to their own discretion, add a spread to any Digital Asset Transaction. The spread will be priced into any Order at the time of transaction and will increase the cost of any purchase, sale, or swap above the prevailing market price. The price at which your Market Order is filled may vary from the price displayed at the time your Market Order is placed, and zerohash may, at its sole discretion, cancel any Market Order for any reason including, but not limited to, if the prevailing market price changes significantly from the time the Market Order was placed. zerohash or Business will send you a notification upon the occurrence of a cancellation of any Market Order.
- 9.3. **Order Placement.** Orders are placed by you on the Platform or the zerohash System, as applicable, through your Account . If placing Orders through the Platform, Business will submit the Orders to zerohash via the Platform-zerohash System connection for execution and/or settlement. If you are accessing the Services through the Platform, you may only enter Orders as permitted by the Platform and as agreed between you and Business in the applicable Platform Agreement. If you are entering Orders directly through the zerohash System, you may only submit Orders as permitted by zerohash in writing. You are responsible for entering accurate Order instructions through the Platform for any Transaction.

If you are placing Orders via RFQ, you may submit a quote through the Platform for the purchase, sale, or swap of a Digital Asset, which will be quoted to you by ZHLS or a third-party Liquidity Provider. By accepting the quote, you are entering into a legally binding transaction with ZHLS or another Liquidity Provider. You may also be able to purchase a Digital Asset with Fiat Currency via RFQ and immediately and simultaneously withdraw the Digital Asset to your external blockchain address entered into the order entry screen, provided that you may only use a blockchain address that is exclusively owned and controlled by you unless permitted otherwise by zerohash. Similarly, you may also be able to sell a Digital Asset for Fiat Currency

via RFQ and custody the Fiat Currency in your Account or immediately and simultaneously withdraw the Fiat Currency to your external bank account provided to and approved by zerohash, provided that you may only use a bank account that is exclusively owned and controlled by you unless permitted otherwise by zerohash.

If you are placing Orders in an Order Book, you may be able to place multiple Orders at once with varying limits and execution times. An Order Book may have certain rules for placing Orders (including, but not limited to, time-in-force settings, differing order types, quantity/value limitations, etc.). Each Order Book is subject to the rules set out in the applicable zerohash Operating Rules made available to you by zerohash (if any) ("**Operating Rules**"). If you have access to an Order Book through the Platform, then you must read and agree to the Operating Rules prior to placing any Orders in the Order Book. In case of a conflict between this User Agreement and the Operating Rules, the latter shall prevail. When you enter into Transactions through an Order Book, your counterparty will be either ZHLS, a third-party Liquidity Provider, or another customer of zerohash.

You acknowledge and agree that: (A) neither zerohash nor its Affiliates (including ZHLS) are liable to you for any Order limits, fees, commissions, or spreads imposed by Business on your Orders pursuant to the Platform Agreement or other terms between you and Business, regardless of whether or not the fees, commissions, or spreads are collected by zerohash on behalf of Business; and (B) the date or time when you initiate an Order may differ from the date or time that your Account is debited.

All Orders to purchase, sell, or swap Digital Assets will be executed in reliance on your promise that an actual purchase, sale, or swap is intended, and that ZHLS requires full payment in cleared, non-margined funds (or in the case of swaps, in the exact amount of Digital Assets being swapped plus any fees) at the time an Order is filled. zerohash does not offer leverage in your Account. zerohash will not settle any leveraged transaction. You are responsible for ensuring that you do not place a leveraged or margin Order through the Platform or zerohash System. You are not permitted to place an Order to purchase Digital Assets unless: (i) you have enough non-margined funds available in your Business Account, zerohash Account or other Fiat Currency account permitted by Business and zerohash to fund Orders; or (ii) you use a method available to you through the Platform fund Orders (e.g., credit card, ACH, etc.), as applicable, to cover the purchase plus any network and/or associated blockchain fees, and that you are not permitted to place an Order to sell or swap Digital Assets unless you have enough Digital Assets available in your Account. zerohash and its Affiliates do not guarantee that an Order you place will be filled, and zerohash reserves the right to refuse an instruction by you to place an Order or to cancel any Order or part of an Order for any reason, including, but not limited to, if such Order: (i) was placed during a scheduled or unscheduled downtime of zerohash or its applicable Affiliates; (ii) violates the terms of this User Agreement; (iii) is non-marketable; (iv) one of our Liquidity Providers is unavailable; (v) we have good reason to suspect that your instruction was for illegal purposes; or (vi) 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 an Order, you agree to the terms and conditions of the Order as displayed to you on the Platform or zerohash System, as applicable.

zerohash does not offer the ability to set up pre-authorized, automatic, or recurring Orders (“**Pre-Authorized Orders**”) in your Account (for example, a Transaction placed by you to be executed a few hours after you actually submit the Transaction). All Orders submitted by you through the Platform, whether through an Order Book or an RFQ service, are first received by Business and then routed to zerohash by Business through the Platform-zerohash System connection for matching and execution. Therefore, if Pre-Authorized Transactions are available to you in the Platform, then: (a) any such Pre-Authorized Order feature (if available) is under the exclusive control of Business (if applicable); (b) 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 Business Account; and (c) zerohash and ZHLS are not liable for the placement and execution of any Pre-Authorized Order. However, the Operating Rules of a particular Order Book may allow for certain Pre-Authorized Transactions (for example, an Order that you schedule as “good until cancelled”, meaning the Order will remain open in the Order Book until you cancel it or the Order is filled). If you have access to an Order Book through the Platform, then you must contact zerohash or Business, as the case may be as specified in such Order Book’s Operating Rules, to cancel a Pre-Authorized Transaction or turn off such a feature prior to a Pre-Authorized Transaction being executed.

Prior to each Digital Asset 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 Digital Asset Transaction; (2) any fees, expenses, and charges borne by you, including applicable exchange rates; (3) the type and nature of the Digital Asset Transaction; and (4) a warning that once executed the Digital Asset Transaction may not be undone, if applicable.

- 9.4. **Order Routing.** All Orders entered into the Platform by you will be routed to us by Business through the Platform-zerohash System connection (unless you are placing Orders directly through the zerohash System). All such Orders routed to us are your Orders, and you shall be bound by all terms and conditions pertaining to such Orders in accordance with this User Agreement.
- 9.5. **Source of Funds; Destination of Proceeds.** zerohash and ZHLS only authorize the funding of: (1) purchase and sale Digital Asset Transactions via the method enabled by the Platform or the zerohash System, as applicable, which may include, but is not limited to, using funds maintained in your Business Account or zerohash Account, ACH Transfers, RTP Transfers, credit/debit cards, bank wire, or other method, as the case may be; and (2) swap Digital Asset Transactions using the Digital Assets available in your zerohash Account. You are not allowed to use funds or Digital Assets that are not owned by you to enter into Digital Asset Transactions, and that you are not authorized to enter into Digital Asset Transactions on behalf of any third-party. You represent and warrant that all funds and Digital Assets used by you to enter into Digital Asset 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 Digital Asset Transactions entered by you on the Platform or the zerohash System. Any proceeds from the sale of Digital Assets shall be returned to your Business Account, zerohash Account, or another account previously communicated to and approved by zerohash or otherwise linked or made available through the Platform, as applicable, , and that you will not have the option to transfer proceeds to any other Fiat Currency account, including any account that you own. Fiat Currency withdrawals from your Business Account or other Fiat Currency

account linked or made available through the Platform shall be covered in your agreement(s) with Business (if applicable). If you do not have a Business Account and you access your Account through the zerohash System, Fiat Currency withdrawals are covered in Section 10.10 (*Deposits and Withdrawals of Fiat Funds*) below.

- 9.6. **Transaction Limits.** Your use of the Services is subject to a limit on volume (in Fiat Currency and Digital Asset 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. Any transaction limits or basis for triggering a transaction limit is the confidential and proprietary information of zerohash and may not be shared with you or disseminated to any third-party for any reason without zerohash's express written consent.
- 9.7. **Transaction Receipt.** When your Order is filled, zerohash, or Business on behalf of zerohash, will 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 Orders into a single Transaction Receipt. Transaction Receipts will contain any information we may elect to include at our sole discretion or as required by law. The confirmation will disclose, at a minimum: (1) the name and contact information of zerohash and its applicable Affiliates, including a telephone number ((855) 744-7333) to answer questions and register complaints; (2) the type, value, date, and precise time of the Transaction; (3) the fee charged; (4) the exchange rate, if applicable; (5) a statement of the liability of zerohash and its applicable Affiliates for non-delivery or delayed delivery; (6) a statement of the refund policy of zerohash; and (7) any additional information required by Applicable Law. A record of your Digital Asset Transactions ("**Transaction History**") conducted during the preceding twelve (12) months may be available through your Account on the Platform or the zerohash System, as applicable, and such Transaction History record may be made available to you upon a valid and verifiable request to support@zerohash.com. zerohash maintains records of all Digital Asset Transactions for a period of five (5) years or as otherwise required by Applicable Law. If you are located in New York, you have the right under New York law to receive a history of your Digital Asset 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.
- 9.8. **Right to Offset.** In the event that you fail to maintain sufficient funds in your Business Account, zerohash Account, or another account previously communicated to and approved by zerohash, such as another Fiat Currency account linked or made available through the Platform, as applicable, or otherwise fail to provide sufficient funds to settle an Order you place at the time an Order is filled, zerohash and its Affiliates reserve the right, at our sole discretion, to cancel, reverse or fill such Order in whole or in part. You shall be responsible for the costs of any such action taken by zerohash and/or its Affiliates. A failure by you to provide sufficient funds may result in an amount due and owing by you to zerohash and/or its Affiliates (a "**Negative Balance**"), and zerohash or its Affiliates 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 Business Account or zerohash Account, as applicable, to zerohash or its Affiliates.

- 9.9. **Cancellations.** Orders may not be canceled by you after they are filled.
- 9.10. **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 (*Potentially Fraudulent Activity*) above). You are solely responsible for reviewing your Transaction Receipts for accuracy and for notifying us of any suspected errors (or if you did not receive a Transaction Receipt or Order cancellation notice) via email at support@zerohash.com within twenty-four (24) hours of the time any such Digital Asset Transaction occurred or Order was cancelled. You hereby waive your right to dispute any Digital Asset Transaction or Order placed if you fail to notify us of any objections within the foregoing twenty-four (24) hour period. Notwithstanding the foregoing, regardless of whether or not you notify us within twenty-four (24) hours: (i) Digital Asset Transactions may be irreversible if the Digital Asset is sent outside the control of zerohash or its Affiliates, and therefore zerohash's and its Affiliates' ability to reverse such a transaction may be limited or impossible, and accordingly, losses due to fraudulent, accidental, or erroneous transactions may not be recoverable; and (ii) zerohash and its Affiliates shall not be held liable for or be obligated to correct any suspected errors. zerohash and/or its Affiliates reserve the right but has no obligation to, and shall not be held liable should we declare null and void a Digital Asset Transaction that zerohash considers in its sole discretion to be erroneous for any reason (each, an "**Erroneous Transaction**"). You are responsible for ensuring that the appropriate price and Order type is submitted when you place an Order to purchase, sell, or swap Digital Assets with ZHLS, or when you initiate another kind of Digital Asset Transaction or other transaction with zerohash, and that a simple assertion by you that a mistake was made in entering an Order, or that you failed to pay attention to or update an Order, shall not be sufficient to establish it as an Erroneous Transaction. If zerohash or its Affiliates determine that a given Digital Asset Transaction is an Erroneous Transaction, zerohash or its Affiliates 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 any Digital Assets or funds received in the Erroneous Transaction, if applicable.
- 9.11. **Downtime.** zerohash and its Affiliates use 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 zerohash's and/or its Affiliates' control, and some which may require or result in scheduled maintenance or unscheduled downtime of the Services (collectively, "**Downtime**"). Accordingly, part or all of the Services may be unavailable during any such period of Downtime, and zerohash and its Affiliates are not liable or responsible to you for any inconvenience or losses to you as a result of Downtime. Following Downtime, the prevailing market prices of Digital Assets may differ significantly from the prices prior to such Downtime.
- 9.12. **Trade Cancellation.** zerohash may delay settlement or cancel, in whole or part, any Transaction in the case of extraordinary market events, including but not limited to a Force Majeure Event or other events causing highly volatile trading periods that result in unclear or unreliable pricing data, which zerohash determines, in its sole discretion, has prevented or may prevent it from performing its obligations, in whole or in part, under this User Agreement, as well as in the event that any counterparty to a Transaction, including any Liquidity Provider, fails to timely deliver to us sufficient Digital Assets to fulfill and/or settle any Order(s) placed by you through

the Platform or the zerohash System. zerohash shall not be responsible for any hypothetical or alleged losses resulting from any delayed or canceled Transaction.

- 9.13. **Force Majeure Events.** zerohash and its Affiliates 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, enactment, or declaration in law or regulation, war, strike, blockade, boycott, lockout, criminal act, fire, explosion, natural disaster, earthquake, flood, weather condition, power failure, transportation, pandemic (including COVID-19) or other accident beyond the reasonable control of the party ("**Force Majeure Events**").
- 9.14. **Misdirected Asset Recovery Procedure.** If you send zerohash or its Affiliates, whether intentionally or unintentionally, an unsupported Digital Asset or a supported Digital Asset on the wrong network or blockchain (each a "**Misdirected Asset**"), then you must submit an asset recovery request to Business (each an "**Asset Recovery Request**") who will then communicate the Asset Recovery Request to zerohash (provided that if you are accessing the Services directly in the zerohash System, then you must submit the request with zerohash at support@zerohash.com). zerohash will use commercially reasonable efforts to locate and recover a Misdirected Asset but makes no guarantee as to the recoverability of any Misdirected Asset. If zerohash locates and determines, in its sole discretion, that a Misdirected Asset is recoverable, then zerohash will communicate to you and/or Business the steps required to recover the Misdirected Asset. Business's or your failure to cooperate with zerohash in the recovery process provided by zerohash may result in a delayed recovery of the Misdirected Asset or no recovery at all, and zerohash will not be liable to you or Business for any loss associated with the unrecovered Misdirected Asset. **YOU ACKNOWLEDGE AND AGREE THAT: (I) zerohash MAY CHARGE YOU A FEE FOR EACH Asset Recovery Request FOR RECOVERING A Misdirected Asset; AND (II) YOU HAVE REVIEWED AND ACCEPTED THE Asset Recovery Request FEES LISTED [HERE](#) (IF ANY), WHICH IS INCORPORATED HEREIN BY REFERENCE AND WHICH MAY BE UPDATED FROM TIME TO TIME WITHOUT PRIOR NOTICE TO YOU.**

10. Ownership/Custody of Your Assets.

- 10.1. **Hosted Wallet.** zerohash may act as custodian of any Digital Assets that you obtain from Digital Asset Transactions or deposit to zerohash, as applicable. Such Digital Assets will be stored, on your behalf, by zerohash (or its Sub-Custodian as described in Section 10.5 (*Sub-Custodian*) below) in one or more omnibus Hosted Wallets. A "**Hosted Wallet**" is defined herein as any software, application, service, device or tangible object that is used to record and store the alphanumeric character string that is required to transfer any Digital Asset (each a "**Private Key**") for Digital Assets that are associated with your Account. As used herein "your Hosted Wallet" shall mean the portion of any Hosted Wallet attributable to the Digital Assets you own as reflected in your Account and stored in a Hosted Wallet. Digital Assets obtained by you from Digital Asset Transactions or deposited to your Account from an external address to an address associated with your Hosted Wallet(s) or Account shall be stored, on your behalf, by zerohash in one or more omnibus Hosted Wallets (each a "**Omnibus Hosted Wallet**"). zerohash will track the balance and ownership of Digital Assets purchased or swapped through the Services and stored in your Hosted Wallets. As permitted by the Platform you may be able to view the balance of Digital Assets in your Account and stored in Hosted Wallets through the Platform or directly through the zerohash System, as applicable. If you are unable to view your Account and Hosted Wallet balances through the Platform, you may contact support@zerohash.com at any

time for Account and Hosted Wallet balance information. You are solely responsible for reviewing your Account balance 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 error was identified.

- 10.2. **Hosted Wallet Management.** zerohash securely stores the Private Keys to your Digital Assets, which are used to process Digital Asset Transactions, in a combination of online Omnibus Hosted Wallets, which includes those that are connected to the Internet or other network or that are operating on a device that is connected to the Internet or other network ("**Hot Wallets**") and offline Omnibus Hosted Wallets, which include those that are not connected to the Internet or other network or that are operating on a device that is not connected to the Internet or other network ("**Cold Wallets**"). zerohash will use both Hot Wallets and Cold Wallets to store the Private Keys for Digital Assets you obtain from Digital Asset Transactions and deposits, which Private Key (or any portion thereof) is at all times held by zerohash and/or its Sub-Custodians on your behalf using any method zerohash deems necessary (including, but not limited to, through "Multi-Party Computation" or the splitting a Private Key into two or more shares with each share held by zerohash and/or its Sub-Custodians). At no time will Business, or any agents acting on behalf of Business, have access to the Private Keys (or any portion/shard thereof) or any other credentials required to access any Hot Wallets or Cold Wallets maintained by zerohash or its Sub-Custodians, your Account, or the Digital Assets or Fiat Currency balances held in your Account. The types of Hot and Cold Wallets used and the manner and means of their use will be determined at zerohash's discretion based on its then-current practices and procedures. The blockchain address used by zerohash to hold any Digital Assets is not an indication of individual ownership of such Digital Assets.
- 10.3. **Custody and Title of Digital Assets.** Unless otherwise stated herein, all Digital Assets obtained by you from Digital Asset Transactions or deposits are custodial assets held by zerohash (including any Sub-Custodians) for your benefit, as described in further detail below.
- 10.4. **Ownership.** Title to your Digital Assets shall at all times remain with you and shall not transfer to zerohash or its Sub-Custodians. The blockchain address used by zerohash or its Sub-Custodians to hold any of your Digital Assets and the related Private Keys is not an indication of individual ownership of such Digital Assets. All interests in Digital Assets that zerohash or its Sub-Custodians hold for Hosted Wallets are held for customers, are not property of zerohash or its Sub-Custodians, and are not subject to claims of zerohash's or its Sub-Custodians' creditors. As the owner of Digital Assets in your Account, you shall bear all risk of loss of any such Digital Assets. zerohash and its Sub-Custodians shall have no liability for fluctuations in the Fiat Currency value of the Digital Assets owned by you and held in your Account and stored in Hosted Wallet(s). None of the Digital Assets held in your Account are the property of, or shall or may be loaned to, zerohash or its Sub-Custodians. zerohash and its Sub-Custodians do not represent or treat Digital Assets held in your Account as belonging to zerohash or its Sub-Custodians. zerohash and its Sub-Custodians may not grant a security interest in Digital Assets held in your Account. Except as required by law, or except as provided herein, zerohash and its Sub-Custodians will not sell, transfer, loan, hypothecate, or otherwise alienate Digital Assets held in your Account unless instructed by you. You control the Digital Assets held in your Hosted Wallet(s) as reflected in your Account. At any time, subject to outages, downtime, and other applicable policies, you may either, as permitted by the Platform, if applicable, sell any or all of your Digital Assets and withdraw the proceeds away from

zerohash or its Sub-Custodians or withdraw your Digital Assets by sending it to a different blockchain address controlled by you or a third party.

- 10.5. **Sub-Custodian.** zerohash may partner with a third-party, including ZHT or another zerohash Affiliate, that is properly licensed and regulated to act as a Digital Assets custodian to offer sub-custodial services to you (a “**Sub-Custodian**”). In the case that some or all of your Digital Assets are held by a Sub-Custodian, the Sub-Custodian and not zerohash shall be the custodian of those assets and the Private Keys to the assets’ addresses, provided that your Digital Asset balances will be recognized by zerohash in your Account. If you are a New York resident as defined in 23 NYCRR 200.2(h), the Sub-Custodian shall be authorized by the New York State Department of Financial Services to offer custodial and/or sub-custodial services to you. You will be able to track your balances held with any Sub-Custodian in your zerohash Account.
- 10.6. **Insurance.** Digital Assets held at zerohash or any Sub-Custodian are not insured by the FDIC or SIPC. You are solely responsible for maintaining insurance policies for Digital Assets stored by zerohash on your behalf. zerohash does not make any promises or warranties with respect to any insurance policies carried by zerohash or any Sub-Custodian, and that you will not be able to make any claims against any insurance policies carried by zerohash or any Sub-Custodian.
- 10.7. **Omnibus Hosted Wallet Address.** zerohash and its Sub-Custodians may use shared blockchain addresses, controlled by zerohash or its Sub-Custodians, to simultaneously hold Digital Assets on your behalf, and on behalf of other users. Digital Assets owned by zerohash and its Affiliates will be held in segregated blockchain addresses and will not be commingled with your Digital Assets. zerohash and its Sub-Custodians have no obligation to create segregated blockchain addresses for your assets. You only have ownership of and rights to those assets represented in your Account balance.
- 10.8. **Application of the Uniform Commercial Code.** Unless your Digital Assets are custodied by ZHT in accordance with Section 10.9 (*ZHT Customers*) below, all Digital Assets held in your Account and stored in your Hosted Wallet(s) shall be treated as “financial assets” under Article 8 of the Illinois Uniform Commercial Code (“**Article 8**”). With respect to all Digital Assets held in your Account or Hosted Wallet(s) by zerohash or its Sub-Custodians on your behalf, zerohash is a “securities intermediary” as defined in Article 8. Further, your Account is a “securities account” which is defined in Article 8, in part, as “an account to which a financial asset is or may be credited.” Treatment of your Account or Hosted Wallet(s), your Digital Assets, your Digital Asset Transactions, or zerohash under Article 8 does not impact or define the treatment of your Digital Assets, Digital Asset Transactions, or Account or Hosted Wallet(s) under any other law, regulation, or rule, including the United States Commodity Exchange Act and any federal, state, or foreign securities laws or regulations.
- 10.9. **ZHT Customers.** ZHT is a fiduciary under the North Carolina Uniform Trust Code and a custodian that is licensed to custody Digital Assets in trust on its customers’ behalf. ZHT is considered a fiduciary to customers of ZHT as identified in Section 4.1.1 above. To the extent you are a customer of ZHT, you authorize ZHT to custody your Digital Assets in either a depository account or a custody account controlled and secured by ZHT. Digital Assets custodied by ZHT shall subject to Sections 10.1 through 10.8 above, provided that ZHT shall comply with North Carolina law with regard to any sub-custodial arrangements. Digital Assets

custodied on your behalf and reflected in your zerohash Account are not treated as general assets of zerohash or any of its Affiliates.

You understand and agree that any omnibus accounts or shared wallets do not create or represent any relationship between you and any of our banking partners and do not create a fiduciary relationship with same.

10.10. Deposits and Withdrawals of Fiat Funds

10.10.1. **Platform User Deposits and Withdrawals.** If you are accessing the Services through the Platform, you may, if enabled by the Platform, instruct deposits and withdrawals of Fiat Currency to and from zerohash on a per Transaction basis or as otherwise permitted by the Platform. Any Fiat Currency received by zerohash on your behalf shall be held by zerohash on your behalf in an FDIC insured account at one of our banking partners listed here, which is incorporated herein by reference and which may be updated from time to time without prior notice to you.

1.1.1.1. **ZHT Customers.** ZHT is a fiduciary under the North Carolina Uniform Trust Code and a custodian that is licensed to custody fiat assets in trust on its customers' behalf. ZHT is considered a fiduciary to customers of ZHT as identified in Section 4.1.1 above. To the extent you are a customer of ZHT, you authorize ZHT to custody your fiat funds on your behalf in an FDIC insured account one or more of our banking partners listed [here](#), which is incorporated herein by reference and which may be updated from time to time without prior notice to you.

10.10.2. **zerohash System Deposits and Withdrawals.** If you are accessing the Services directly through the zerohash System (i.e., not through the Platform or other third party application), you may deposit to your Account any Fiat Currency supported by zerohash by submitting such Fiat Currency through wire transfer or any other transmission method supported by zerohash from your bank account to zerohash's Fiat Currency deposit account via instructions provided to you by zerohash. You may withdraw any deposited Fiat Currency by issuing an instruction to zerohash (provided that such instruction has been delivered by your properly authorized agent, in zerohash's commercially reasonable opinion) from your Account to an external bank account. zerohash reserves the right to perform any due diligence on any such external bank account.

10.10.3. **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 zerohash or its Sub-Custodians (including ZHT, if applicable). In the event zerohash or its Sub-Custodians are charged a negative interest rate by the bank holding the omnibus account in which your Fiat Currency is stored, zerohash or its Sub-Custodians (including ZHT, if applicable) shall pass such charges to you. zerohash and ZHT are not required to provide you with advanced notice of such charges.

10.11. Deposit and Withdrawals of Digital Assets

10.11.1. **Platform User Deposits and Withdrawals.** If you are accessing the Services through the Platform, you may instruct deposits and withdrawals of Digital Assets only as permitted by

the Platform and zerohash. When you elect to transfer Digital Assets from your Hosted Wallet to a third-party wallet address or other location, it is always possible that the party administering the new location may reject your transfer or that the transfer may fail due to technical or other issues affecting the Platform. You shall not hold zerohash or its Affiliates liable for any damages arising from a rejected or failed transfer.

- 10.11.2. **zerohash System User Deposits and Withdrawals.** If enabled by the Platform, you may deposit to your Account any supported Digital Assets by transferring such asset(s) from an external address to an address associated with your Hosted Wallet or Account. You may withdraw any Digital Assets in your Hosted Wallet or Account by issuing an instruction to zerohash through the Platform (if permitted) or, if applicable, directly through the zerohash System (provided that such instruction has been delivered by your properly authorized agent, in zerohash's commercially reasonable opinion), to transfer such asset(s) from an address associated with your Hosted Wallet or Account to an external address. zerohash and its Affiliates reserve the right to perform any due diligence on any such external address.

For the avoidance of doubt, unless expressly provided otherwise by zerohash, zerohash only permits Digital Asset withdrawals from your Hosted Wallet balance to an external blockchain address or wallet that is either solely owned and controlled by you or that have an ownership stake in (e.g., a balance in a centralized exchange's hosted wallet). You hereby represent and warrant that, unless expressly permitted otherwise by zerohash, any blockchain address or wallet you request your Digital Assets to be withdrawn to from your Hosted Wallet balance is a wallet either solely owned and controlled by you or one that you have an ownership stake in.

11. General Terms of Service

- 11.1. **Self-Directed Account.** Your Account is self-directed, you are solely responsible for any and all Orders placed through your Account, and all Orders entered by you are unsolicited and based on your own investment decisions. You hereby represent and warrant that you have not received and do not expect to receive any investment advice from zerohash or any of its Affiliates in connection with your Orders. Notwithstanding anything in this User Agreement, neither zerohash nor its Affiliates accept responsibility whatsoever for, and shall in no circumstances be liable to you in connection with, your Order and Transaction decisions. 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 investment advice. Neither zerohash nor any of its Affiliates, nor any of their employees, agents, principals, or representatives: (i) provide investment advice in connection with this Account; (ii) recommend any Digital Assets, Digital Asset Transactions, Orders, or any action or inaction in your Account; or (iii) solicit your placement of any particular Order to the extent research materials or similar information are available through the Platform or zerohash System, and you acknowledge and agree that these materials are intended for informational and educational purposes only and do not constitute a recommendation by zerohash to enter into any Digital Asset Transactions or to engage in any investment strategies.

- 11.2. **Communications.** 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 zerohash, 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, through the zerohash System, or via support@zerohash.com 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.

- 11.3. **Taxes.** zerohash and our Affiliates do not provide tax or legal advice and that receiving Tax Reporting Services, if applicable, hereunder does not constitute any tax or legal advice from zerohash or its Affiliates. zerohash may report Digital Asset Transactions and the proceeds from Digital Asset sales to the Internal Revenue Service or other applicable taxing authority to the extent and manner in which so required by Applicable Law. You will be liable for reporting and paying all taxes relating to your investments and other activity related to this User Agreement, including with respect to any Digital Asset Transactions, Staking Rewards, Rewards/Awards Transactions, and any other related transactions that may occur in your Account. Unless required to do so by a tax authority with competent jurisdiction over zerohash, zerohash will not file or report any tax forms or taxable transactions on your behalf. zerohash may withhold (or cause to be withheld) the amount of any tax which may be required by law to be withheld by zerohash. You should conduct your own due diligence and consult your advisors before making any Transactions under this User Agreement.
- 11.3.1. **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 zerohash 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.
- 11.3.2. **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 or zerohash System 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 or zerohash System; and (ii) to the best of your knowledge and belief, all such information is true, correct, and complete.
- 11.4. **Intellectual Property.** zerohash and its Affiliates 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 zerohash and its Affiliates describing any processes, procedures, know-how or algorithms developed, devised, practiced or used by us (“**zerohash 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 zerohash System Protocol is protected by applicable copyright, trade secret and other intellectual property laws. Without limiting the foregoing, the zerohash logo, any other zerohash service names, logos or slogans that may appear within the Services (collectively, the “**Covered Marks**”) are trademarks, service marks or trade dress of zerohash and its Affiliates. You shall not: (i) copy, modify, disclose, publish, distribute, create derivative works from, reverse engineer, reverse assemble or reverse compile the zerohash System Protocol, or any portion thereof, for any reason and you may not use the zerohash 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 zerohash’s prior written permission; (iii) remove, obscure or alter any zerohash copyright, trademark, patent or other zerohash notices or legends contained in the Services or in any documentation or other materials produced, distributed or published by zerohash; (iv) distribute, rent, sell, lease, redistribute, release or license the zerohash 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 zerohash 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.

- 11.5. **Transaction Data.** zerohash and its Affiliates shall be entitled, at our sole discretion, to use information related to Digital Asset Transactions executed through the Services (“**Transaction Data**”) to develop and compile market data that zerohash, its Affiliates, or their third-party service providers may disseminate to third parties (including through a market data feed) for business purposes without further consent from you, and zerohash 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 zerohash, its Affiliates, or their third-party service providers, shall not identify the parties who provided or entered into such Digital Asset 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 zerohash and or its Affiliates or performance of the Services provided by zerohash and/or its Affiliates. Notwithstanding the foregoing, any and all data submitted to zerohash and its Affiliates by you and all information related to Digital Asset Transactions entered into by you through the Services shall be the joint and exclusive property zerohash, its applicable Affiliates, 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 and our Privacy Policy discussed in Section 12 (*Privacy Policy*) below.

- 11.6. **Market Data.** zerohash may make certain information and research data, including historical market information available to you through the Platform or zerohash 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. zerohash makes no representation as to the accuracy or completeness of any Market Data. Further, Market Data may represent aggregated data from across multiple third-party trading venues and does not necessarily represent the prices of any asset as made available by zerohash, ZH Liquidity, or their Liquidity Providers. Your reliance on any Market Data is at your sole discretion. The provision of Market Data relating to any asset shall not be considered zerohash's, or its Affiliates', endorsement of any such asset. Past performance of any asset is not indicative of future performance. You shall not decompile or redistribute any Market Data.
- 11.7. **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 zerohash 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 zerohash 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 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 zerohash, 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 zerohash and the applicable third-party, or (H) otherwise do anything that would be inconsistent with the terms of this section.

- 11.8. **Death or Incapacity of an 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 incapacitation or other information leading us to reasonably conclude that you have died or are otherwise incapacitated (as determined by zerohash in our sole discretion), we will suspend your Account. No activity will occur in your Account until either: (i) your designated fiduciary, trustee, beneficiary person with power of attorney, or other legally authorized person has opened a new account with zerohash and instructs zerohash 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 out of zerohash's control, including without limitation to a trustee, beneficiary, or other person or entity with confirmed legal ownership of your Account; or (iii) we have received reasonably satisfactory proof at our sole discretion that you have not died or are not incapacitated. If we have reason to believe you may have died or are incapacitated but we do not have proof of your death or incapacitation in a form satisfactory to us, you authorize us to make inquiries, which may include contacting your known personal or professional associates, whether directly or through third parties, that we consider necessary to ascertain whether you have died or are incapacitated.

Upon receipt by us of proof satisfactory to us that you have died or are incapacitated, then either (i) the fiduciary you have designated in a valid will or similar testamentary document, person with power of attorney, or other legally authorized person will be required to open a new zerohash account, either through the Platform or the zerohash System, or (y) zerohash will follow the instructions it receives pursuant to a legally binding order or other legal requirement to transfer the property from your Account to a third-party and out of zerohash's control, as applicable. If you have not designated a fiduciary, or we have not identified or been contacted by a person with legal authority to control your Account, then we reserve the right to: (a) treat as your fiduciary any person entitled to inherit or control 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 or financial affairs. 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 zerohash account by a designated fiduciary or beneficiary is mandatory following the death or incapacitation of an individual Account owner, and you hereby agree that your fiduciary will be required to open a new zerohash account and provide the Background Information required under this User Agreement in order to gain access to the assets in your Account.

Notwithstanding anything herein to the contrary, if you have validly executed transfer-on-death or incapacitation instructions in your Business Account ("Transfer Instructions") that explicitly instructs the assets held in your zerohash Account to be distributed to certain individuals in the event of your death or incapacitation, then zerohash may, in its sole discretion and as permitted by Applicable Law, comply with your Transfer Instructions provided that the inheritors of your

Account assets either opens a zerohash account to receive such assets or provides other legal documentation indicating that the assets should be sent to a third-party and outside of zerohash's control, as described in more detail above.

- 11.9. **Unclaimed or Abandoned Property.** If zerohash is holding Fiat Currency or Digital Assets in your Account, and zerohash 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 zerohash to report such assets as unclaimed property within the applicable jurisdiction. If this occurs, zerohash will try to locate you at the address shown in our records, but if zerohash is unable to locate you, it may be required to deliver any such assets to the applicable state or jurisdiction as unclaimed property.
- 11.10. **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.
- 11.11. **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.
12. **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](#) (which is incorporated herein by reference and which may be updated from time to time) for information about how we collect, use and disclose information about you when you use the Services. If you have any questions related to our Privacy Policy or how we collect, use or disclose information about you, please contact us at privacy@zerohash.com.
13. **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, any policies of zerohash and/or its Affiliates, including without limitation, by giving zerohash and/ or its Affiliates 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 7.2 (*Account Suspension or Termination*)). You shall be liable for all damages suffered by zerohash and its Affiliates resulting from any such breach by you or your Agents. Further, in the event of such breach, zerohash 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 zerohash and its Affiliates by selling any or all of the Digital Assets held in your Account and stored in Hosted Wallet(s). 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 zerohash or its Affiliates, you and such parties will be jointly and severally liable for all resulting damages to zerohash and its Affiliates. 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 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.

14. **Indemnification**

14.1. **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 zerohash, 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 (“**Claims**”) and all liabilities, losses, expenses, costs (including reasonable legal and accounting fees and expenses), damages, penalties, fines, taxes or amounts due of any kind (“**Losses**”) arising out of, in connection with or relating to: (i) you or your Agents’ breach of this User Agreement or failure to perform or comply with any obligation, agreement, representation, warrant, 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), including, but not limited to, your provision of any inaccurate or incomplete information, including without limitation any Background Information, to any of the Indemnified Parties for any reason, or yours or your Agents’ failure to safeguard any access method and/or Login Credentials used to access the zerohash Sservices, whether through the Platform or otherwise; (ii) any negligent, dishonest, fraudulent, or criminal act or omission by you or any of your Agents in connection with this User Agreement, the Services, any other services provided in connection with your Account or the Platform (if applicable); and (iii) any failure by you or your Agents to comply with any Applicable Laws. Notwithstanding the foregoing, any Indemnified Persons shall not be entitled under this paragraph to receive indemnification for that portion, if any, of any Claims and Losses which are solely caused by its own individual gross negligence, willful misconduct, or fraud, as determined by arbitration in accordance with Section 16 (*Dispute Resolution*) below.

14.2. **Indemnification Procedures.** Upon receipt by any Indemnified Person(s) under this Section 14 of notice of the commencement of any Claim and/or the occurrence of a Loss, 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 14. In any such Claim 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 14 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.

15. **Limitation of Liability.** YOUR ACCOUNT(S) AT zerohash, THE SERVICES PROVIDED BY zerohash OR ITS AFFILIATES, YOUR USE OF THE ACCOUNT(S), AND ANY OTHER SERVICES PROVIDED TO YOU IN CONNECTION THEREWITH ARE PROVIDED BY zerohash 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. zerohash 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 zerohash 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 zerohash or its Affiliates nor any of their Agents will be liable to you or any of your affiliates for any Losses or Claims 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) 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, you sending Orders for the purchase, sale, and swap of Digital Assets to ZHLS, sending instructions to zerohash to settle any Order and directing the transfer of assets to zerohash, and the storage of your Digital Assets, 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 zerohash or its Affiliates or any of their Agents. 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 zerohash or its Affiliates or any of their Agents. Further, none of zerohash or its Affiliates or any of their 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 zerohash and/or its Affiliates do not have direct control. Further, none of zerohash or its Affiliates or any of their 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 sending Orders for Transactions through the Platform or through the zerohash System for the purchase, sale, or swap of Digital Assets from/to ZHLS, directing settlement of Digital Asset Transactions and the transfer of funds to zerohash and the storage of your Digital Assets.

16. Dispute Resolution

16.1. **Disputes.** “Disputes” shall be defined as any cause, claim, controversy, debt, demand, disagreement, dispute, expense, liability, loss, or similar arising out of or relating in any way to our relationship with you (including by or through any of our Affiliates), the Services, the Platform, the Business, any Communications you receive, or this User Agreement. The term “Disputes” is intended to be interpreted broadly.

16.2. **Mandatory Arbitration.** In the event of a Dispute between the parties, the parties knowingly and voluntarily agree such Dispute shall be settled by binding arbitration as outlined in this Section 16.

No Class, Collective, Mass Actions, and any Other Non-Individualized Relief. YOU AGREE, EXCEPT AS OUTLINED IN SECTION 16.9 (BATCH ARBITRATION): (I) THAT EACH OF US MAY ONLY BRING AND ADJUDICATE ANY DISPUTE AGAINST THE OTHER ON AN INDIVIDUAL BASIS AND SHALL NOT BRING ANY DISPUTE OR RELATED CLAIM ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ANY AND ALL THE RIGHTS TO HAVE ANY DISPUTE BE HEARD OR TO OTHERWISE PARTICIPATE IN ANY CLASS, COLLECTIVE, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER JOINT ACTION WITH RESPECT TO ANY DISPUTE; (II) 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; (III) CLASS ARBITRATION AND THE CONSOLIDATION OF CLAIMS MADE BY MORE THAN ONE CLAIMANT ARE BOTH EXPRESSLY PROHIBITED; AND (IV) ANY ARBITRATOR OR NEUTRAL SHALL HAVE NO AUTHORITY TO CONSIDER OR RESOLVE ANY CLAIM OR ISSUE RELIEF ON A CLASS OR COLLECTIVE ACTION BASIS.

16.3. **Severability.** You agree the Parties shall sever any arbitrable Disputes (which shall be resolved in arbitration) from any Disputes that are deemed not arbitrable for any reason (which will be resolved in court of competent jurisdiction as otherwise outlined in this User Agreement); each Party also agrees that if any provision of this Section 16 is found unenforceable, then that portion shall be severed and the remainder shall continue to control.

16.4. **Arbitration Disclosure.** ARBITRATION IS FINAL AND BINDING ON THE PARTIES. THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT. PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS. THE ARBITRATOR, ARBITRATION PANEL, OR NEUTRAL SHALL ISSUE A REASONED AWARD.

16.5. **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.

16.6. **Arbitration Agreement.** Unless otherwise specified herein, any Dispute 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 provided by New Era ADR, Inc. (<https://neweraadr.com/>) (“New Era”) through their

platform (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 of the New Era Platform. If New Era is unable or unwilling to administer the arbitration consistent with this Arbitration Agreement, or if the Dispute is part of a Batch Arbitration, the parties agree that JAMS will administer the arbitration subject to the JAMS Rules and Procedures then in effect, including any Mass Arbitration Procedures and Guidelines applicable to the Dispute, except as modified by this Arbitration Agreement. The JAMS rules are available at <https://www.jamsadr.com/adr-rules-procedures/>.

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 specifically stated otherwise herein or the parties agree in writing, 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 zerohash or its Affiliates should be addressed to:

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

Zero Hash Trust Company, LLC
Attn: Legal
257 Haywood Road
Asheville, North Carolina 28806
United States
legal@zerohash.com

Any Notice of Dispute sent to you by zerohash or its Affiliates will be sent to the email address or address in our records that is associated with your Account at the time the Notice of Dispute is sent. You are solely responsible for maintaining accurate and up to date Account records, including contact details.

The Notice of Dispute must: (a) describe with specificity 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 and/or transaction details 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 website (<https://neweraadr.com/>). Neutrals shall be appointed in accordance with the New Era Rules.

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. If the value of the relief sought (by any party) is \$10,000 or less, we may choose whether the arbitration will be conducted solely on the basis of documents submitted to the Neutral(s), through a telephonic hearing, or by an in-person hearing as established by the New Era Platform's Rules. If the value of the relief sought (to any party) exceeds \$10,000, the arbitration procedure, including the right to a formal hearing, will be determined by the New Era Platform Rules and/or Neutral. Regardless of the manner in which the arbitration is conducted, the Neutral(s), upon the request of either 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. All fees and costs for such a written decision shall be paid for by the requesting party unless otherwise determined by the Neutral(s). 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. The parties agree that an arbitral award shall have no preclusive effect in any other proceeding involving other zerohash users. The parties (and our respective counsel, if represented) agree to work together in good faith to ensure that arbitration remains efficient and cost-effective for all parties. The Neutral(s) shall have the authority to award sanctions against parties and their counsel consistent with the standard set forth in Federal Rule of Civil Procedure 11.

Notwithstanding anything herein to the contrary, each Party acknowledges that in some, limited circumstances, breaches of this User Agreement may cause the other Party immediate and irreparable injury or 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. When such injunctive or similar relief is sought, or if for any other reason a Dispute or any other matter is brought in state or federal court 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*.

- 16.7. **Attorneys' Fees and Costs.** The Parties shall bear their own attorneys' fees and costs in any proceeding brought pursuant to a Dispute or otherwise related to this User Agreement unless the Neutral(s), arbitrator(s), or other court of competent jurisdiction finds that either the substance of the Dispute or the relief sought in the Dispute was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If either Party needs to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.
- 16.8. **Confidentiality.** Any information exchanged between us in an arbitration may be used solely for that arbitration. By way of example and without limitation, information obtained from an arbitration proceeding may not be used in any other legal or arbitration proceeding. You shall keep any information exchanged between us in any arbitration proceeding confidential between us, you, our respecting legal counsel(s). To the extent additional persons require access to information exchanged for purposes of an arbitration, the parties shall negotiate in good faith for the entry of a protective order that will impose similar confidentiality obligations.
- 16.9. **Batch Arbitration.** This Batch Arbitration provision shall apply in the event that: (a) there are twenty-five (25) or more individual arbitration demands of substantially similar nature filed by us against you and other customers or by you and others against us; and (b) such arbitration demands are filed with the assistance of the same law firm, group of law firms, or organizations. Arbitration demands will not be deemed "substantially similar" if they involve claims seeking relief in connection with alleged losses of assets arising from different facts and circumstances. Arbitration demands that trigger the application of this Batch Arbitration provision can be administered in arbitration only pursuant to the provisions of this Batch Arbitration Provision.
- 16.9.1. If this Batch Arbitration provision is triggered, then the agreed arbitrator (currently JAMS) shall: (i) administer the arbitration demands in batches; (ii) appoint a single, different arbitrator for each batch unless the parties mutually agree otherwise; and (iii) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one in-person or video hearing (if any) in a format to be determined by the arbitrator. The parties agree that if a Dispute is subject to this Batch Arbitration process, you will personally appear at any hearing (with counsel, if you are represented).
- 16.9.2. The number of batches will depend on the number of arbitration demands that were filed. The batching methodology is set forth as follows: (i) If there are more than twenty-five (25) but fewer than two thousand (2,000) arbitrations, then there will be twenty (20) batches; (ii) If there are two thousand (2,000) or more arbitrations, then they will be batched into batches of one hundred (100) arbitrations per batch; and (iii) In deciding which arbitration demands will go in which batch, JAMS shall make the batches as equal as possible in terms of cumulative amount demanded and number of arbitration demands.

- 16.9.3. The Parties (and our respective counsel, if represented) agree to cooperate in good faith: (i) with JAMS to implement the Batch Arbitration process including the payment of single filing and administrative fees for each batch, as well as any steps to minimize the burdens and costs of arbitration; and (ii) throughout the Batch Arbitration process to streamline procedures, modify the number of arbitrations to proceed per batch as appropriate, increase efficiencies, and seek to resolve Disputes.
- 16.9.4. Arbitrations administered pursuant to this Batch Arbitration provision may be administered concurrently to the extent administratively feasible.
- 16.9.5. Arbitrators appointed pursuant to this Batch Arbitration provision shall issue separate awards for each user (or complainant, as applicable) involved in a batched proceeding. For the avoidance of doubt, Arbitrators shall not be authorized to issue Batch awards or similarly representative awards in lieu of determining an award for each user based on that users specific damages and other applicable circumstances.
- 16.9.6. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.
17. **Governing Law and Venue.** 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.
18. **Assignment.** This User Agreement is an agreement between you, zerohash, and ZHT (if applicable), 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.
19. **Legal**
- 19.1. **Regulation.** zerohash is registered with the U.S. Department of Treasury's Financial Crimes Enforcement Network as a money services business ("**MSB**"). As a registered MSB, zerohash 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. Your access to and use of the Services is subject to compliance with our Compliance Programs. zerohash and its Affiliates are not registered broker-dealers and are not a members of the Financial Industry Regulatory Authority or SIPC. Your Digital Asset holdings are not protected by the FDIC or SIPC. Additional insurance may be provided at zerohash's or its applicable Affiliates' sole discretion, and zerohash and its Affiliates make no guarantee that you will have a right to, or claim against, any supplemental policy should zerohash or its Affiliates choose to insure any assets held on behalf of you, or any customer, at zerohash or its Affiliates.

- 19.2. **Compliance with Applicable Laws.** The Services are subject to applicable laws, regulations, and rules of federal and state governmental and regulatory authorities (collectively, “**Applicable Law(s)**”). 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**”). In no event will zerohash and its Affiliates (including ZHT, if applicable) be obligated to affect any Transaction that we believe would violate any Applicable Law. zerohash and its Affiliates (including ZHT, if applicable) independently and collectively are 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 zerohash and its applicable Affiliates (including ZHT, if applicable) to provide any information relating to your Account, your use of the Account or your use of the Services enumerated in this User Agreement if requested by any Legal Order or valid regulatory or other governmental body, provided that any such disclosure by zerohash and/or its Affiliates (including ZHT, if applicable) shall comply with Applicable Law, including any applicable privacy rules and regulations.
- 19.3. **State Licenses and Disclosures.** zerohash and/or its Affiliates are 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 zerohash, and updated from time to time, prior to placing any Order on the Platform or through the zerohash System. A list of zerohash licenses and corresponding required disclosures and methods for filing complaints with the applicable state regulator can be found [here](#), which is incorporated herein by reference and which may be updated from time to time without prior notice to you. If you have any questions about the disclosures, contact us at support@zerohash.com before using the Services enumerated in this User Agreement.
- 19.4. **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 shall not contest the admissibility or enforceability of the electronically stored copy of the User Agreement.
- 19.5. **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 [19.3](#) (*State Licenses and Disclosures*). 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. Without limiting the foregoing, you are also confirming that you have reviewed, understand, and agree to the zerohash Privacy Policy referenced in Section [12](#) (*Privacy Policy*), and regulatory disclosures referenced in Section [19.3](#) (*State Licenses and 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.

19.6. **Entire Agreement.** This User Agreement (including the introductory paragraphs and recitals above, which are incorporated herein by reference) constitutes the entire agreement between you and zerohash (and ZHT, if applicable) relating to its subject matter and supersedes all prior agreements and understandings, whether oral or written.