

Zero Hash Payment Recipient Terms

Last Updated: October 4, 2024

These Zero Hash Payment Recipient Terms (this “**Agreement**”) constitute a binding contract between you, the individual or entity electronically agreeing to this Agreement, and Zero Hash LLC (“**Zero Hash**”, “**we**”, “**us**”, or “**our**” herein), governing the Zero Hash Services (defined below) through the Stripe, Inc. application through which you are accessing the Services (the “**Third-Party Application**”). By accessing the Services, you agree to the terms and conditions in this Agreement.

SECTION 13 (DISPUTE RESOLUTION) INCLUDES YOUR WAIVER TO CONSOLIDATED OR CLASS ACTIONS AND YOUR AGREEMENT TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION. PLEASE READ IT CAREFULLY AND ONLY CONSENT TO THIS AGREEMENT IF YOU UNDERSTAND AND AGREE TO THIS PROVISION.

YOU UNDERSTAND AND AGREE THAT YOU ARE NOT A ZERO HASH CUSTOMER AND ZERO HASH DOES NOT HOLD OR MAINTAIN ANY ASSETS ON YOUR BEHALF. YOU ARE A BENEFICIARY RECIPIENT OF THE PAYMENT(S) OF DIGITAL ASSETS PAID TO YOU IN ACCORDANCE WITH THIS AGREEMENT.

1. About Zero Hash.

- 1.1. Background. Zero Hash is a limited liability company formed under the laws of the State of Delaware, U.S.A. and is registered with the U.S. Department of Treasury’s Financial Crimes Enforcement Network as a money services business. As a money services business, Zero Hash is subject to the Bank Secrecy Act, which requires Zero Hash to implement policies and procedures reasonably designed to detect and prevent money laundering and terrorist financing (our “**AML Program**”). Zero Hash also holds multiple money transmission and other similar licenses with various regulators (which can be found [here](#) and is incorporated herein by reference) that include similar AML Program requirements. Accordingly, receipt of payments through the Services is subject to compliance with our AML Program. The Services may also only be available in certain jurisdictions (the “**Permitted Jurisdictions**”, which is available [here](#), subject to change at any time, and incorporated herein by reference). Zero Hash is not a registered broker-dealer or investment advisor, and is not a member of the Financial Industry Regulatory Authority, Securities Investor Protection Corporation (“**SIPC**”), or Federal Deposit Insurance Corporation (“**FDIC**”). Please visit the Zero Hash website at www.zerohash.com for more information about Zero Hash and its affiliated companies (“**Affiliates**”).
- 1.2. Partnership with the Third-Party Application. Zero Hash is a back-end technology provider that provides technology services to the Third-Party Application so that the Third-Party Application can offer the Services to its customers, including Merchants (defined below), through the Third-Party Application. Zero Hash has connected its proprietary technology system with the Third-Party Application’s technology systems so that a Merchant can pay you for certain goods or services in Digital Assets (defined below). In other words, when you enable the ability to receive Digital Assets from the Merchant as payment for a good or service through the Third-Party Application, the Digital Asset payout services are provided by Zero Hash, not the

Third-Party Application or Merchant. A more detailed description of the Services is discussed in Section 2 (Services) below.

- 1.3. Risks of Digital Assets. As used in this Agreement, “**Digital Asset**” means a digital representation of value which is able to be transferred and stored electronically using distributed ledger technology or similar technology. 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 or any other government.

Before receiving a Digital Asset, you should understand that engaging in Digital Asset transactions 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 on the Zero Hash website [here](#), which is incorporated in this Agreement by reference. **BY ACCEPTING THIS AGREEMENT, YOU EXPRESSLY ACCEPT ALL RISKS OF ENGAGING IN TRANSACTIONS INVOLVING DIGITAL ASSETS.**

FURTHER, YOU ACKNOWLEDGE AND AGREE THAT: (I) YOU HAVE READ, UNDERSTAND, AND AGREE TO SECTION 7 (MISDIRECTED ASSET RECOVERY PROCEDURE) BELOW; (II) ZERO HASH MAY CHARGE YOU A FEE FOR EACH ASSET RECOVERY REQUEST (DEFINED IN SECTION 7) FOR RECOVERING A MISDIRECTED ASSET (DEFINED SECTION 7); AND (II) YOU HAVE REVIEWED AND ACCEPTED THE ASSET RECOVERY REQUEST FEES LISTED [HERE](#) (IF ANY).

2. Services.

- 2.1. Payouts Services. By choosing in the Third-Party Application, or through a Merchant’s application, to receive payment in Digital Assets (rather than Fiat Currency) for goods or services provided by you to a particular business or person (each a “**Merchant**”), you are authorizing each Merchant to send you such Digital Assets on-chain to your blockchain wallet address (“**Address**”) through Zero Hash to satisfy the Digital Asset amounts due and owing to you (“**Payout Amount**”) for such transactions (collectively, the “**Services**”). As used herein, “**Transaction**” shall refer to each time a Payout Amount is sent by Zero Hash to your Address pursuant to any Merchant instructions. Zero Hash provides the Services to the Merchant, not to you. You are receiving funds as the beneficiary of Digital Asset payments that are made available by the Services.
- 2.2. Your Obligations. You agree that you are responsible for any fees displayed to you in the Transaction details. You further understand and agree that Zero Hash shall not be liable to you whatsoever for errors or unauthorized activity (and Losses (defined below) arising therefrom) caused by you, the Third-Party Application, or the Merchant. In addition, you represent and warrant that you have reviewed and approved the Address you have provided to the Merchant and/or Third-Party Application and that any Address that you use to receive Payout Amounts is owned and controlled exclusively by you. If the Third-Party Application enables you to store your Address in the Third-Party Application for use in future Transactions, then you must keep your Address information up to date and accurate at all times. Zero Hash is not responsible or liable to you for sending any Payout Amounts to an Address provided by you to Zero Hash, the Third-Party Application, and/or the Merchant. You must notify the Third-Party Application and

the applicable Merchant(s) as soon as you become aware of or suspect any errors within twenty-four (24) hours of the Transaction. Upon learning of a potential error, Zero Hash will take any action it deems necessary to address the situation (including, but not limited to, suspending the Services and any pending Transactions).

- 2.3. Required Information. You understand and agree that the Merchant and/or Third-Party Application will provide Zero Hash certain information about you in order for Zero Hash to comply with Applicable Law (defined below) and its internal policies and procedures (as determined by Zero Hash in its sole discretion), which may include but is not limited to, your full legal name, date of birth, physical address, email address, or tax ID number if you are an Individual (and for for Entities, your business legal name, jurisdiction of formation, business address, email address, taxpayer identification number, and proof of business existence) (collectively, “**Identification Information**”). You agree to provide Zero Hash all Identification Information that Zero Hash requires in order to process your Transactions. Zero Hash will not process any Transactions until you provide all Identification Information requested by Zero Hash and Zero Hash verifies such Identification Information in accordance with all applicable laws, rules, and regulations (“**Applicable Law**”).
- 2.4. Transaction Limits & Fees. We may, at our sole discretion, impose limits on the amount and/or the number of Payout Amounts you can receive and Transactions we process to your Address(es). All fees will be disclosed to you prior to your acceptance of a Transaction (and you acknowledge and agree that your acceptance of this Agreement constitutes prior disclosure of the Asset Recovery fees discussed in Section 7 (*Misdirected Asset Recovery Procedure*) below). Fees and limits may change from time to time in our sole discretion.
- 2.5. Restricted Activities. In connection with the Services, you must not: (i) breach this Agreement; (ii) violate any Applicable Law; (iii) infringe or violate our or any third party's intellectual property rights or privacy rights; (iv) act in a manner that is defamatory, libelous, threatening, or harassing; (v) provide false, inaccurate, or misleading information; (vi) refuse to cooperate in an investigation; (vii) attempt to double dip during the course of a dispute by receiving or attempting to receive Digital Assets from Zero Hash, the Third-Party Application, or Merchants for the same Transaction; (viii) access the Services through any Merchant and/or the Third-Party Application in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties or other liability or losses to Zero Hash, the Third-Party Application, Merchants, or other third parties; (ix) take any action that will impair or damage our software or systems; or (x) if you are an Entity (defined below), engage in any of the restricted business activities listed [here](#) (which is incorporated herein by reference).
- 2.6. Suspensions. Zero Hash has the right to immediately (at its sole discretion) and at any time modify or discontinue, temporarily or permanently, any portion or feature of the Services if required to pursuant to Zero Hash's AML Program and other internal policies, this Agreement, or under Applicable Law. In such an event, Zero Hash may take whatever action Zero Hash deems necessary, in each case with immediate effect, without prior written notice and for any reason.
- 2.7. Terminating the Services. You may revoke our authorization to process your information and Transactions to your Address, and terminate this Agreement at any time by notifying Zero Hash at support@zerohash.com, but you will remain liable for all obligations related to your receipt

of Digital Assets through the Services even after you revoke any authorizations hereunder. Any incomplete Transactions must be completed or canceled. In certain cases, you may not terminate this Agreement, including without limitation to evade an investigation, if there is a pending Transaction or an open dispute or claim, if amounts are owed to Zero Hash (for example, if you have not paid the required fees to Zero Hash or you accidentally receive a payment that you are not entitled to), or if a Transaction is subject to a hold, limitation, or reserve. Zero Hash may terminate this Agreement and your access to the Services at any time and for any reason.

- 2.8. Limited Service; No Other Services. You acknowledge and agree that: (i) the Service is a limited service where Zero Hash is acting as a limited payment agent solely for the purpose sending you Payment Amounts from the Merchant(s) in accordance with Section 2.1 (*Payout Services*) above; (ii) Zero Hash is not providing any service to you other than processing Transactions to you in accordance with Merchant instructions pursuant to this Agreement and you are not a customer of Zero Hash; and (iii) you must first contact the Merchant(s) and Third-Party Application for any support issues, concerns, or disputes related to your Transactions or Payout Amounts prior to contacting Zero Hash.

3. Eligibility.

- 3.1. Third-Party Application Access. You must: (i) not be prevented from accessing payments enabled by the Services through the Third-Party Application; and (ii) provide Zero Hash, the Third-Party Application, and/or the Merchant your Address when prompted in the Third-Party Application.
- 3.2. Individuals. Individuals receiving Digital Assets through the Services must: (i) be an individual at least eighteen (18) years of age (“**Individual**”); (ii) have the legal capacity to enter into this Agreement; and (iii) not previously have been suspended or removed from using any Zero Hash services.
- 3.3. Entities. If the Third-Party Application has authorized payments of Digital Assets to non-natural person(s) or entity(ies) (e.g., corporation or other business) (“**Entity**”), such Entity must be an Entity duly formed and legally authorized to operate in the jurisdiction of your formation. If you are accepting this Agreement on behalf of an Entity, you represent and warrant that: (i) such Entity is duly organized and validly existing under the Applicable Laws of the jurisdiction of its organization; (ii) the Individual agreeing to this Agreement on your behalf is duly authorized by you (the Entity) to act on your behalf; (iii) the Individual is at least eighteen (18) years of age; (iv) you have not previously been suspended or removed from using any Zero Hash services; and (v) you have all powers and authority necessary to enter this Agreement and in doing so will not violate any other agreement to which you are a party. Zero Hash is not responsible or liable for relying on the representations of your agents, employees, contractors, attorneys, financial advisors, or any other person Zero Hash reasonably believes represents you in the acceptance of this Agreement or in the acceptance of any other instruction through the Third-Party Application or through another method of communication.

4. Authorized Uses of Your Information.

- 4.1. **Information Sharing.** By electing to receive Digital Assets in your Address through the Services, you expressly authorize Zero Hash, the Third-Party Application, and the applicable Merchant to share any of your Identification Information, and to continue sharing such information, and (including any revised or updated Identification Information) with each other (including their applicable Affiliates or third-parties) on an ongoing basis until you stop using the Services except as required by Applicable Law. Zero Hash may retain all Transaction information and Identification Information as required by this 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 Identification Information or to otherwise adhere to all Applicable Laws; (iii) Zero Hash's banks and other financial institutions that it uses or may use to process Fiat Currency in connection with the Services; and (iv) the necessary parties in connection with a merger, acquisition, or other business reorganization of Zero Hash.
- 4.2. **Transaction Data.** Zero Hash may use data related to Transactions to develop and compile market data that Zero Hash or a third-party service provider may disseminate to third parties for business purposes. You hereby consent to such use of the data. Any such data will only be disseminated on an anonymous and aggregated basis.
- 4.3. **Privacy Policy.** All information about how we collect, use, and disclose information about you (including Identification Information) will be governed by our Privacy Policy, which is available [here](#) and incorporated herein by reference.
5. **No Custody of Digital Assets; No Insurance Coverage.** You acknowledge and agree that at no point in providing the Services does Zero Hash custody Digital Assets owned by you on your behalf. You further acknowledge and agree that: (i) 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 SIPC or FDIC protections; (ii) since Zero Hash does not hold any Digital Assets owned by you or on your behalf, no Digital Assets sent to you by Zero Hash will provided protection under the SIPC or FDIC or any private insurance held by Zero Hash; and (iii) any Payout Amount returned to Zero Hash will revert back to the Merchant's account at Zero Hash and you must contact the Merchant and/or Third-Party Application to re-send any Payout Amount to you.
6. **Taxes and Information Reporting.** Zero Hash does not provide tax or legal advice and the Services do not constitute any tax or legal advice from Zero Hash. Zero Hash may report Transactions and any information related thereto to the 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 Transactions (if any). Unless required to do so by a tax authority with competent jurisdiction over Zero Hash, Zero Hash will not file or report any tax forms or taxable transactions on your behalf. Zero Hash may withhold (or cause to be withheld) the amount of any tax which may be required by Applicable Law to be withheld by Zero Hash. You should conduct your own due diligence and consult your advisors before engaging in any Transactions under this Agreement.
7. **Misdirected Asset Recovery Procedure.** If you send to Zero Hash, 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 the Third-Party Application (each an "**Asset Recovery Request**") who will then communicate the Asset Recovery Request to Zero Hash. Zero Hash 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 Zero Hash locates and determines, in its sole discretion, that a Misdirected Asset is recoverable, then Zero Hash will communicate to you and/or the Third-Party Application the steps required to recover the Misdirected Asset. Either the Third-Party Application's or your failure to cooperate with Zero Hash in the recovery process provided by Zero Hash may result in a delayed recovery of the Misdirected Asset or no recovery at all, and Zero Hash will in no event be liable to you or the Third-Party Application for any loss, damage or claim arising out of or in connection with the unrecovered Misdirected Asset. **YOU ACKNOWLEDGE AND AGREE THAT: (I) ZERO HASH 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).**

8. **Communications.** All notices and communication with you regarding the Services and this Agreement will be delivered electronically either through the Third-Party Application or via email to the email address you provide to the Merchant and/or the Third-Party Application.
9. **Modifications to this Agreement.** Zero Hash reserves the right to make changes to this Agreement at any time and at its sole discretion. If Zero Hash makes any changes, it will post the amended Agreement to the Zero Hash website [here](#) or provide the amended Agreement directly to you and update the "Last Updated" date above. If any material change is made to this Agreement, we will notify you by sending an email notice to the address Zero Hash has on file for you or by providing notice through the Third-Party Application or to your email and you will have the right to terminate the Agreement and stop using the Services if you do not accept this material change. Unless Zero Hash says otherwise in the notice, the amended Agreement will be effective within five (5) days following the notice and will apply to all current and future access to payments made in connection with the Services. Your continued access to Digital Asset payments through the Services after this Agreement is updated will constitute your acceptance of the changes. If you do not agree to any of the amended terms and conditions of this Agreement, you must stop accessing and using the Services immediately, and Zero Hash will have the right to immediately suspend any current or future Transactions.
10. **Indemnification.** In addition to any other obligations you may have under other provisions of this Agreement, you hereby agree to indemnify, defend and hold harmless Zero Hash, its Affiliates, and all of their officers, directors, managers, partners, employees, independent contractors, advisors, or agents (collectively, the "**Zero Hash Parties**"), from and against all claims, demands, proceedings, suits and actions (collectively, "**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 (collectively, "**Losses**"), arising out of, in connection with or relating to you or your agents, contractors and/or employees (collectively, "**Agents**"): (i) breach of this Agreement; (ii) negligent, dishonest, fraudulent, willful, or criminal act or omission; and (iii) violation of Applicable Laws. Notwithstanding the foregoing, any Zero Hash Parties shall not be entitled under this paragraph to receive indemnification for that portion, if any, of any Claims or Losses which are solely caused by its own individual gross negligence, willful misconduct, or fraud, as fully and finally determined by arbitration in accordance with Section **13** (*Dispute Resolution*) below. The Zero Hash Parties will provide you notice of any Claim or Loss seeking indemnification and no delay in notifying you shall relieve you from any obligation hereunder unless you are thereby materially prejudiced. You shall keep the Zero Hash Parties informed of the status of the defense of any Claims, and you will

not agree to any settlement without the prior written consent of the Zero Hash Parties. In the event that the Zero Hash Parties reasonably believe, in their sole discretion, that you are not appropriately or adequately defending a Claim, the Zero Hash Parties will have the right to assume the defense of such Claims at your sole expense.

11. **Limitation on Liability.** The Zero Hash Parties shall not be liable to you or any of your Affiliates or Agents for any Losses arising out of, related to, or resulting from: (i) the availability of the Services; (ii) any any actions or inactions or performance of services by the Third-Party Application, Merchants, any other third-party; or (iii) any event outside the reasonable control of the Zero Hash Parties (a “**Force Majeure Event**”), which includes, but is not limited to, technical defects or malfunctions of the blockchains and/or networks used, act of governmental authority, change in Applicable Law, war, criminal act, fire, explosion, earthquake, flood, weather condition, power failure, transportation, pandemic, except to the extent that your Losses were caused by the gross negligence, intentional misconduct, or fraud of the Zero Hash Parties as determined by arbitration in accordance with Section 13 (*Dispute Resolution*) below. Notwithstanding the foregoing, in no event will the Zero Hash Parties be liable for any Losses that are not direct damages, including without limitation, indirect, special, incidental, punitive, consequential or exemplary damages, which includes lost profits and other lost business opportunities relating to the Services.
12. **No Warranties for the Services.** THE SERVICES PROVIDED BY ZERO HASH ARE PROVIDED BY ZERO HASH AND ITS AFFILIATES ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ZERO HASH AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE SERVICES WILL FULFILL ANY PARTICULAR PURPOSES OR NEEDS OR WILL BE ERROR FREE, UNINTERRUPTED, TIMELY, RELIABLE, COMPLETE OR ACCURATE.

Zero Hash does not have any control over the products or services provided by Merchants who use the Third-Party Application and Zero Hash as a payout method, and we cannot ensure that a Merchant you are dealing with will actually complete any transaction or is authorized to do so. Zero Hash does not guarantee continuous, uninterrupted, or secure access to any part of the Services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. Zero Hash will make reasonable efforts to ensure that requests for Services are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing because the Services are dependent upon many factors outside of our control.

13. **Dispute Resolution.**

- 13.1. **Arbitration.** Unless otherwise specified herein, any dispute, claim or controversy between the parties relating to this Agreement or the Services, shall be resolved through binding arbitration conducted in English through the platform provided by New Era ADR, Inc. (<https://neweraadr.com/>) (the “**New Era Platform**”) in accordance with its rules and procedures for “Virtual Expedited Arbitrations” (the “**Rules**”) by one (1) professional neutral with substantial experience in resolving commercial disputes (the “**Neutral**”). The Neutral shall be chosen in accordance with the rules and procedures of the New Era Platform. All arbitration proceedings will be governed by the laws of the State of Illinois, U.S.A. The parties will bear

costs in accordance with the rules and procedures of the New Era Platform. A party who intends to pursue a claim must first notify the other in writing describing the claim. Any such notice sent to Zero Hash must be emailed to legal@zerohash.com. Any notice sent to you by Zero Hash will be sent to the email address we have for you in our records. If the parties do not reach an agreement to resolve the claim described in the notice within forty-five (45) days after the notice is received, the parties may commence an arbitration proceeding through the New Era Platform. This 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. This arbitration provision will survive the termination of this Agreement.

13.2. No Class Action. YOU AGREE THAT ANY CLAIMS WILL BE ADJUDICATED SOLELY ON AN INDIVIDUAL BASIS, AND YOU WAIVE THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER JOINT ACTION WITH RESPECT TO ANY CLAIMS THAT MAY ARISE UNDER THIS AGREEMENT OR THE PROVISION OF SERVICES. YOU FURTHER AGREE TO ARBITRATE SOLELY ON INDIVIDUAL BASIS AND EACH PARTY WAIVES THE RIGHT TO ARBITRATE ANY DISPUTE AS A CLASS ACTION EITHER AS A MEMBER OR A REPRESENTATIVE. CLASS ARBITRATION AND THE CONSOLIDATION OF CLAIMS MADE BY MORE THAN ONE CLAIMANT ARE BOTH EXPRESSLY PROHIBITED. THE ARBITRATOR OR NEUTRAL SHALL HAVE NO AUTHORITY TO CONSIDER OR RESOLVE ANY CLAIM OR ISSUE RELIEF ON A CLASS OR COLLECTIVE ACTION BASIS.

13.3. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

13.4. Governing Law and Venue; Injunctive Relief. You hereby agree that this Agreement and your access to Digital Asset payments as enabled by 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. Any dispute between the parties arising out or relating to this Agreement that is not subject to arbitration (including injunctive relief) or cannot be heard in a small claims court will be resolved in the State or Federal courts sitting in Chicago, Illinois, U.S.A. The parties expressly waive any objection based on personal jurisdiction, venue, or *forum non conveniens*.

14. Intellectual Property. Zero Hash owns all rights, titles, and interests in and to the software, systems, documentation, procedures, and guidelines for the availability of the Services, as well as all related copyrights, trademarks, service marks, patent rights, and trade secrets and any other intellectual property rights therein, all of which is protected by applicable copyright, trade secret, and other intellectual property laws. We do not grant you any right or license except as expressly set forth herein and otherwise reserves all rights. The Zero Hash logo, names, or other service marks that may appear within the Services (collectively, the “**Covered Marks**”) are trademarks, service marks, or trade dress of Zero Hash and its Affiliates and you shall not use such Covered Marks without Zero Hash’s prior written permission.

15. Miscellaneous. No waiver of any right or obligation under this Agreement shall be effective unless confirmed in writing by the waiving party. You may not assign this Agreement or any of your rights or obligations hereunder to any third party without the prior written consent of Zero Hash. We may

assign this Agreement to anyone at any time at our sole discretion. If any provision of this 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 Agreement shall otherwise remain in full force and effect and enforceable. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. The electronic stored copy of this Agreement is considered to be the true, complete, valid, authentic, and enforceable record of this Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of the electronically stored copy of this Agreement. You expressly confirm that you have read, agree to, and consent to be bound by all of the terms of this Agreement, including all disclosures in this Agreement. By electronically signing this 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 Agreement and such subsequent terms as may govern the Services. If you do not agree to all of the terms of this Agreement, do not electronically sign this Agreement and cease from accessing, using, or installing any part of the Services.