# AUTH User Services Agreement

**Last Updated:** October 20, 2026

This AUTH User Services Agreement ("**User Agreement**") sets forth the respective rights and obligations between you and Connect Ltd. ("**Connect**") regarding your access to AUTH (defined in Section 1 (*AUTH Services*) below) and Connect's provision of the Services (defined in Section 1 (*AUTH Services*) below). 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 Connect and any of its affiliated companies, as applicable and referenced herein (collectively, "**Affiliates**"). Please read through this User Agreement carefully before registering an Account (defined in the *Why do I need to sign this User Agreement?* section below) with Connect and accessing or using the Services (as defined in Section 1 (*AUTH 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 15 (*DISPUTE RESOLUTION*), DO NOT 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 are Connect and its Affiliates?

Connect is a private limited company formed under the laws of Bermuda (Registration No. 202504744) that is wholly owned by zerohash holdings ltd., a Delaware, U.S.A. corporation. Please visit the zerohash website at www.zerohash.com for general information about Connect and its Affiliates. For more information on the corporate structure of Connect and its Affiliates, visit the zerohash website here. You may contact Connect via email at support@zerohash.com or by physical mail at the address specified in the foregoing link.

## What do Connect and its Affiliates do?

Connect is a technology provider that has partnered with the entity that you are accessing AUTH and the Services through, which may include a Connect itself (each a "**Business**"), to connect AUTH with the Business mobile application and/or website (the "**Platform**") so that Business can make the Services available to its customers through the Platform. The Platform and Services provided by Connect may be made available to you via one or more access devices (as determined by Business and Connect) including, but not limited to, via a mobile phone, desktop, or laptop computer.

## Why do I need to sign this User Agreement?

Each customer who visits the Platform and wishes to engage in or otherwise use the Services must sign this User Agreement, which is an agreement between you (the customer) and Connect.

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 18.4 (*Electronic Acceptance*) below) and any other applicable terms, conditions, and disclosures (such as our Privacy Policy, discussed in Section 11 (*Privacy Policy*) below) presented to you in order to use the Services. Once you have agreed to the User Agreement and all applicable terms, conditions, and disclosures, you will be permitted to access AUTH (your ability to access AUTH and use the Services is referred to herein as your "**Account**"), provided that you may be required to provide certain personal information to Connect in order to use the Services as described herein.

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 (*How to Open an Account and Use the Services*), Section 5 (*Account Authorizations*), and Section 11 (*Privacy Policy*) below.

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1. **AUTH Services.** Connect operates a proprietary wallet linking technology product called "**AUTH**" that, subject to the terms and conditions of this User Agreement, permits you to connect your Business Account (defined in Section 3.1.1 (*Individuals*) below) that you custody or otherwise hold cryptocurrencies or other digital assets in (collectively, "**Digital Assets**") (or are otherwise permitted to send Digital Assets to) with AUTH so that you may send Digital Assets to, and/or receive Digital Assets from, (i) certain external blockchain wallets controlled by you that you have linked to AUTH, including, but not limited to, self-custodial or centralized exchange wallets (each a "**Wallet**," and the service provider that maintains the Wallet, the "**Wallet Provider**"), and/or (ii) certain Digital Asset accounts that you may hold with one or more Connect Affiliates and that you have also linked to AUTH (each an "**Affiliate Account**") (if any), to AUTH. Once your Business Account and any Wallet or Affiliate Account is linked to AUTH, you may deposit and/or withdraw Digital Assets in your Wallets and/or Affiliate Accounts to and/or from your Business Account, in each case as permitted by Business (each deposit to your Business Account, a "**Deposit Transaction**," and each withdrawal from your Business Account, a "**Withdrawal Transaction**"). Deposit Transactions and Withdrawal Transactions are collectively referred to herein as "**Transactions**." Each Transaction instruction will be transmitted through AUTH to Business, a Connect Affiliate, and/or a Wallet Provider, as applicable, for processing. Unless expressly provided otherwise herein, Connect does not custody or have any control over your Digital Assets at any point during your use of the Services. Connect may also use one or more third party service providers in connection with the Services (for example, a service provider that permits you to link multiple non-custodial wallets within the same application) which may require you to agree to the terms and conditions of such third-party service providers prior to you using AUTH.

   In addition, if permitted by Business and elected by you, you may be able to engage in Deposit Transactions within AUTH and deposit Digital Assets to your Business Account and/or Affiliate Account (as applicable) without linking a Wallet for use in future Deposit Transactions or without using an existing linked Wallet for a particular Deposit Transaction (each such Deposit Transaction a "**Classic Transfer**"). For Classic Transfers, you will be presented with a QR code and/or deposit address by Connect which you will be required to manually deposit your Digital Assets into. This may require you to go to your chosen Wallet outside of AUTH and the Platform to initiate a withdrawal from your Wallet to the address provided by Connect.

   When linking your Business Account and any Wallet or Affiliate Account to AUTH (or using a Wallet to engage in a Classic Transfer), you represent and warrant to Connect and its applicable Affiliates, and

any of their third-party service providers, that you are the sole owner and controller of your Business Account and each linked Wallet (including any Wallet used for a Classic Transfer) and Affiliate Account. Connect, its Affiliates, and/or their third party service providers: (a) will not custody the private keys to your Wallets or Business Account (if applicable) at any time during your use of the Services unless expressly provided otherwise in writing by Connect, its Affiliates, or their third party service providers; (b) retain sole discretion on which types of Wallets they will make available for linking to AUTH (or which types of Wallets that they will receive deposits from); (c) may reject any Wallet, Deposit Transaction, or Withdrawal Transaction in their sole discretion including, but not limited to, due to compliance with internal compliance policies or the results of Name Matching (defined in Section 4.6 (*Name Matching*) below), or in accordance with this User Agreement or the applicable Affiliate User Agreement (if any), 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, size, or value of Deposit Transactions and Withdrawal 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 or Affiliate Account due to inactivity as determined in their sole discretion; (f) may require you to re-verify your control over a linked Wallet or Affiliate Account using Connect'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 or any applicable Affiliate User Agreement (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 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 Connect, its Affiliates, or their 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), unless expressly provided otherwise by Connect or its Affiliates, to access, query or obtain any data received through AUTH; (7) use AUTH or the 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 a Connect Affiliate's system or any linked Wallet; (8) access AUTH and/or the Services to build a competitive product or service; (9) use AUTH or the Services for any illegal, unlawful or unauthorized purposes; or (10) exceed or circumvent any quotas or limits on your use of AUTH.

## 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 AUTH, as applicable, and update the "Last Updated" date above. If you log into or otherwise access or use your Business Account after the updated User Agreement is

posted to the Platform, your continued use of your Business Account on that date will constitute your acceptance of the updated User Agreement. 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 AUTH. The foregoing sentence shall not apply to the extent that any specific notice is required by Applicable Law (defined in Section 18.1 (*Compliance with Applicable Laws*) below), 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, AUTH, or as otherwise required by Applicable Law. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Unless we say otherwise in our notice, the amended User Agreement will be effective immediately and will apply to any then current and subsequent uses of the Services, including any pending Transactions. You are responsible for reviewing this User Agreement each time you access or use our Services. Your continued access to or use of your Account or the Services after we update 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 eighteen (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. Connect and its Affiliates are not responsible or liable for relying on the representations of your Authorized Persons, agents, employees, contractors, attorneys, financial advisors, or any other person Connect and its Affiliates reasonably believe represents you in the acceptance of this User Agreement or in the acceptance of any other instruction through the Platform or through AUTH. 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.

**3.2. Business Restrictions.** Notwithstanding anything to the contrary herein, Business may restrict any Individual or Entity from accessing the Services through the Platform, in whole or in part, and limit or restrict the type of Digital Assets available for a Transaction, whether before or after you have agreed to this User Agreement and opened an Account, as determined by Business in its discretion and/or pursuant to the Platform's terms of use or other Business user terms. Connect and its Affiliates 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 or the type of Digital Assets available for a Transaction in accordance with the foregoing.

**3.3. 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 Connect and its Affiliates (if applicable) are 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 will 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.

**3.4. 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, United Kingdom, European Union, or other country in which Connect and its Affiliates operate in has embargoed goods or services, or where your use of the Services would be illegal or otherwise violate any Applicable Law of such jurisdiction, including, but not limited to, any sanctioned country as listed by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") or foreign equivalent ("**Restricted Jurisdiction**"). We may implement controls to restrict access to the Services from any Restricted Jurisdiction, including withholding the ability to submit Digital Asset withdrawal requests through AUTH as reasonably required by Applicable Law. 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.

**3.5. Restricted Persons and Activity.** You hereby represent and warrant that you: (i) have not been identified as, and/or are not owned or controlled by, a "Specially Designated National" as determined by OFAC or any foreign equivalent, 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 Connect or its Affiliates operate and/or you access the Services from (a "**Prohibited Person**"); and (ii) 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.

**3.6. Services and Your Location.** The Services made available to you may be limited depending on the jurisdiction you are accessing the Services from, and Connect and its Affiliates reserve 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 Connect and its Affiliates. For example, if you are physically located in, move to, or otherwise attempt to access the Services while in the State of New York, U.S.A., then certain Services may be limited or restricted to you, and any pending transactions may be canceled. Connect and its Affiliates shall not be liable or responsible to you for any Claims (defined in Section 13.1 (*Indemnification by You*) below) 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 Connect and its Affiliates harmless for any actions taken by Connect and its Affiliates 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 and Use the Services

**4.1 Accept Terms and Conditions.** Prior to accessing the Services and opening an Account, you must first agree to this User Agreement, our Privacy Policy, and any other terms, conditions, and disclosures displayed to you in the Platform.

**4.2 Information Required to Use Certain Services**

**4.2.1 Personal Information.** During the Account registration process for Individuals, you may be required to provide Connect with information and documentation that we request for the purpose of establishing and verifying your authorization to access the Services ("**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 Connect, its applicable Affiliates, and applicable third-parties pursuant to Business's Privacy Policy (discussed in Section 11 (*Privacy Policy*) below). Personal Information may include, but is not limited to, your name, email address, residential address, Login Credentials, or Wallets. Personal Information may also include other information or documentation as Connect and its applicable Affiliates may require in their sole discretion. Personal Information will be retained by us as needed and at our discretion as permitted or required 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 Connect Privacy Policy discussed in Section 11 (*Privacy Policy*) below.

**4.2.2 Entity Information.** During the Account registration process for Entities, you must provide the Platform and/or Connect with information and documentation that we request for the purpose of establishing and verifying your Entity information ("**Entity Information,**" with Personal Information and Entity Information collectively being referred to herein as "**Background Information**"). In addition, as a condition to accessing and using the Services, you must authorize Business (if applicable) to share your Entity Information with Connect, its Affiliates, and applicable third-parties. Entity Information may include, but is not limited to, the name, email address, phone number, each of your beneficial owners or controlling persons, your Login Credentials, or Wallets, and your Employer Identification Number and incorporation documents, letters of good standing, or other

corporate information and documentation as applicable and requested by Connect or its Affiliates. 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.

**4.3 Account Information.** When using certain Services, you may be required to provide Connect with the account access and ownership credentials, which may include without limitation your name, email, username, or password, and any associated Multi-Factor Authentication (MFA) codes for your Wallet, Affiliate Account, or other third-party service provider for the purpose of linking your Wallet, Affiliate Account, or account held at a third-party to AUTH ("**Login Credentials**"). By providing the applicable Login Credentials, you authorize Connect to access your Wallet, Affiliate Account, or other third-party service provider account in order to link the account(s) to AUTH. In addition, as a condition of accessing and using the Services, you authorize Connect to access, use, utilize, and display your Wallet, Affiliate Account, or other third-party service provider account details, including without limitation, Wallet addresses, transaction details, Digital Asset account balances in order to validate, perform, authorize, or approve a Deposit Transaction or Withdrawal Transaction ("**Financial Information**"). Login Credentials and Financial Information may be retained by us at our discretion, subject to 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 Login Credentials and Financial Information.

Linking third-party accounts to AUTH is done at your own risk and your third-party account may be subject to the terms of use, user or agreement, or similar terms you agreed to with the applicable third-party. Connect and its Affiliates do not guarantee or agree to be bound by the terms you agree to with any third-party. Linking your Wallet or any other third-party account with AUTH may not adhere to the terms you agree to with a third-party, including without limitation a Wallet Provider. If you choose to proceed with linking a Wallet or other third-party account with AUTH, including by providing Login Credentials or other Financial Information, you may be subject to the terms you agreed to with such Wallet Provider or third-party that may prohibit such activity, which may prohibit such activity and may lead to the suspension or closure of your account with such Wallet Provider or third-party. Connect and its Affiliates shall not be liable for any adverse action taken against you by any third-party, including without limitation any Wallet Provider. By accessing or linking your Wallet or other third-party account with AUTH you hereby and forever release and discharge Connect and its Affiliates from any and all Claims or Losses (defined in Section 13.1 (*Indemnification by You*) below) that are any way related to, whether directly or indirectly, linking your Wallet or third-party account to AUTH.

**4.4 Verification.** You hereby authorize Connect and its Affiliates, 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 Connect and its Affiliates deem 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.

**4.5 Account Monitoring.** As part of Connect and/or its Affiliates' legal compliance programs ("**Compliance Programs**"), we and/or our Affiliates 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 Applicable Law and/or pursuant to our internal policies and procedures. At any time, we or our Affiliates 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. Your access to and use of the Services is subject to compliance with our Compliance Programs at all times.

**4.6 Name Matching.** You authorize and direct Business, each Wallet Provider, and any other third party that maintains an account or Wallet that you link to AUTH to disclose to Connect and its Affiliates, at the time of linking and on an ongoing basis (including through an application programming interface), the user or account identification number associated with that account and the full legal name (or, for an Entity, the legal entity name) that the third party has on record for you (together, "**Name Information**"). You authorize Connect and its Affiliates to receive, store, and use Name Information and Login Credentials as described herein, which Connect and its Affiliates may use to compare Name Information, Login Credentials, and the other Background Information you provide across your Business Account, each Wallet, Affiliate Account, and other account that you link to AUTH, and the account from or to which any Transaction is sent, in order to: (i) verify that you own and control each such account; (ii) comply with Applicable Laws relating to anti-money laundering, counter-terrorist financing, sanctions, recordkeeping, and the transmittal of funds information; (iii) detect and prevent fraud and Unauthorized Activity; and (iv) limit Withdrawal Transactions to Wallets and accounts that you have previously linked to AUTH and approved (collectively, "**Name Matching**"). Name Matching may occur before a Deposit Transaction is made available to you or after the deposit is received by Connect and its Affiliates.

You represent and warrant to Connect and its Affiliates that each Wallet, Affiliate Account, and other account you link to AUTH that is held with a third party that records account holder names is held in your own name, and that the Name Information provided for it is accurate and up to date. If Name Information does not match or cannot be verified, Connect and its Affiliates may, in their sole discretion and without prior notice to you: (i) delay, hold, or quarantine a Transaction; (ii) return the Digital Assets to the sending Wallet or account (net of any applicable network fees) or reject it; (iii) require additional information or documentation from you before releasing or processing the Digital Assets; (iv) un-link the applicable Wallet or account; and/or (v) suspend or terminate your Account in accordance with Section 7.2 (*Account Suspension or Termination*).

Notwithstanding Section 5.2 (*Authorization to Share Information with Business and other Third-Parties*) below, Connect and its Affiliates will share Name Information only: (a) with Business, Wallet Providers, and other third parties to the extent necessary to perform Name Matching, including by disclosing the result of a Name Matching comparison; (b) to the extent required by Applicable Law (including funds transfer recordkeeping and "travel rule" requirements) or any Legal Order; and (c) with Affiliates and service providers that assist with the foregoing and are bound by confidentiality obligations. Name Information is also subject to the Connect Privacy Policy discussed in Section 11 (*Privacy Policy*) below.

Name Matching is a risk-control tool. Connect and its Affiliates do not warrant that it will be accurate or error-free, and it may produce false matches and false mismatches. Connect and its

Affiliates are not liable for any delay, hold, return, rejection, or other action taken in good faith in reliance on Name Matching, as provided in Section 14 (*Limitation of Liability*) below. You are responsible for keeping your name and other information current with Business and each Wallet Provider.

If you revoke the authorizations in this Section 4.6, Section 5.2 (*Authorization to Share Information with Business and other Third-Parties*) applies and you may be unable to use some or all of the Services.

## 5. Account Authorizations

**5.1 Authorization to Connect.** You understand and acknowledge that: (i) your Account is self-directed (that is, you are submitting 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 Connect as your agent for the purpose of carrying out your instructions you place on the Platform and through AUTH 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 AUTH, (b) Financial Information, including Digital Asset balances custodied with Connect's Affiliate(s) pursuant to the Affiliate User Agreement(s), or (c) Digital Asset Transaction decisions; and (iii) Business, or anyone acting on behalf of Business, is not an agent of Connect or its Affiliates. Connect and its Affiliates may rely on your instructions placed on the Platform or through AUTH, and Connect and its Affiliates shall not be liable for relying on and executing on such instructions. You hereby authorize Connect to open and close your Account, restrict your access to AUTH, cancel pending Transactions, collect and offset any fees or other amounts due to Connect and its Affiliates, and take such other steps as are reasonable to carry out your instructions.

**5.2 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, our 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, Login Credentials, Financial Information or any Communications (defined in Section 10.2 (*Communications*) below) 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 Business Account is closed pursuant to the terms and conditions governing such accounts 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, Background Information and other Financial 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 (*How to Open an Account and Use the Services*) above or to otherwise adhere to our regulatory obligations; (iii) our Affiliates' banks and other financial institutions that they use or may use to process funds in connection with your Transactions; and

(iv) the necessary parties in connection with a merger, acquisition, or other business reorganization. For further information on how we use or share your Background Information and other information you provide us during your use of the Services, see the Connect Privacy Policy discussed in Section 11 (*Privacy Policy*) below.

## 6. Account Management

**6.1 Account Access.** You may only access AUTH and the Services (and thus your Account) through the Platform, which may require you to log into your Business Account using your username and password or other access method. You may contact Connect at any time by emailing support@zerohash.com for any information concerning your Account.

You may only access your Account using the method(s) authorized or required by Connect and/or Business (as applicable). From time to time, Connect 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 (if applicable)) 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, Transactions, or actions provided or taken by anyone who has accessed your Account regardless of whether the access was authorized or unauthorized.

**6.2 Account Access.** 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 3.3 (*PERMITTED JURISDICTIONS*) REGARDING HOW A CHANGE IN YOUR JURISDICTION OF RESIDENCE OR FORMATION MAY IMPACT YOUR ACCESS TO THE SERVICES.

**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, 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 Transaction executed through your Account or the Services as a result of Unauthorized Activity.

**6.5 Potentially Fraudulent Activity.** Connect 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 the Anti-Fraud Policy, Connect may monitor your use of your Account. Any actual or suspected Unauthorized Access and/or Unauthorized Activity will be treated by Connect 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, Connect and Business (if applicable) will take reasonable and timely steps to protect your Account, including, for example, by temporarily restricting access to your Account, suspending any pending Transactions, and/or requiring you to 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 Connect in such investigation; (ii) complete any required affidavits promptly, accurately and thoroughly; and (iii) allow Connect, 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.

**6.6 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, Connect, or their Affiliates; (ii) engage any Transaction with no intention to execute; (iii) make a misstatement of fact to Connect, Business, or their Affiliates; (iv) violate the Applicable Laws applicable to Business, Connect, or their Affiliates; (v) bring disrepute to Connect, Business, or their Affiliates in any way; (vi) 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; (vii) 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 (viii) transfer any Digital Assets (including, but not limited to, NFTs or tokenized assets) through Connect or its Affiliates 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.

**6.7 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 Connect at support@zerohash.com.

## 7. Disabling Your Account

**7.1 Closing Your Account.** You may close your Account at any time and for any reason by contacting Connect at support@zerohash.com unless we believe, in 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. Connect will retain your Account information in accordance with and as required by Applicable Law.

You are solely responsible for any fees, costs, expenses, taxes, charges or obligations (collectively, "**Costs**") associated with the disabling and closing of your Account. In the event any incurred Costs exceed the value of your Account, you are responsible for reimbursing Connect the value of such Costs and that you will remain liable to Connect 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.

**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 pending Transactions without prior notice to you 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 Connect 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) Connect 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.

If your Account has been suspended or terminated, you will be notified at the point of access or login to the Platform or when you attempt to access AUTH and 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.

## 8. Digital Assets

**8.1 Supported Digital Assets.** The Digital Assets that you may be able to deposit to and/or withdraw from your Business Account via AUTH and the Services, as determined by Business in its sole discretion, may include the Digital Assets that Connect and its Affiliates currently support, a list of which 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. Connect and its Affiliates retain sole discretion on which Supported Assets the will support and 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.

**8.2 Risks.** There are several risks associated with Digital Assets. Before using the Services, you should ensure that you have read and understand the Risk Disclosures 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.

## 9. Digital Asset Transactions

**9.1 Transaction Limits.** Your use of the Services may be subject to a limit set by a Connect Affiliate, Business, or Wallet Provider (as applicable) on volume that you may transact in a given time period. Any such limits will be governed by the agreement between you and such third-party (e.g., if the limit is set by a Connect Affiliate, it will be governed by the Affiliate User Agreement).

**9.2 Transaction Receipt.** When your Transactions are executed, Business and/or the applicable Connect Affiliate, Wallet Provider, or other third-party may provide you with a receipt (a "**Transaction Receipt**") through the method that such Transaction are normally made available to you in connection with your Business Account, Affiliate Account, Wallet, or other third-party account.

**9.3 Cancellations.** Connect does not have the ability to cancel or reverse any Transactions after they are sent to and settled by Business and/or the applicable Connect Affiliate and/or Wallet Provider. You must contact Business and/or the applicable Connect Affiliate and/or Wallet Provider if you believe that any of your Transactions should be cancelled or reversed for any reason. Connect's Affiliates may delay or cancel Transactions in accordance with the applicable Affiliate User Agreements, and in such an event, Connect shall not be responsible to you for any Losses arising out of such a cancellation.

**9.4 Errors.** You are solely responsible for reviewing your Transactions Receipts for accuracy, monitoring your Transaction history for any errors (or any Potentially Fraudulent Activity, as outlined in Section 6.5 (*Potentially Fraudulent Activity*) above), and for notifying Business, the applicable Connect Affiliate, and/or Wallet Provider (as applicable) of any suspected errors (or if you did not receive a Transaction Receipt or Transaction cancellation notice) in accordance with the agreement you have with the applicable third parties. Failure to notify the appropriate parties in accordance with your agreement(s) may result in you waiving your right to dispute any Digital Asset Transaction. Connect shall not be held liable: (i) to you for or be obligated to correct any suspected errors; and (ii) should its Affiliates, Business, or any Wallet Provider (as applicable) declare null and void a Digital Asset Transaction that the cancelling party determines to be erroneous for any reason (each, an "**Erroneous Transaction**"). You are responsible for ensuring that the appropriate Transaction is submitted when you engage in a Transaction through AUTH and for contacting either Business, Connect's Affiliates, and/or any Wallet Provider (as applicable) if there are any suspected errors.

**9.5 Downtime.** Connect uses commercially reasonable efforts to provide the Services in a reliable and secure manner. From time to time, interruptions, errors, delays, or other deficiencies in providing the Services may occur due to a variety of factors, some of which are outside of Connect's 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 Connect is 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.

**9.6 Force Majeure Events.** Connect shall have no liability to you 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 Connect ("**Force Majeure Events**").

**9.7 Misdirected Asset Recovery Procedure.** If you send Connect's 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 the appropriate Connect Affiliate. Connect's applicable Affiliate 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 Connect's applicable Affiliate locates and determines, in its sole discretion, that a Misdirected Asset is recoverable, then the applicable Connect Affiliate will communicate to you and/or Business the steps required to recover the Misdirected Asset. Business's or your failure to cooperate with Connect's applicable Affiliate in the recovery process provided by the Affiliate may result in a delayed recovery of the Misdirected Asset or no recovery at all, and Connect and its Affiliates will not be liable to you or Business for any Loss associated with the unrecovered Misdirected Asset. **YOU ACKNOWLEDGE AND AGREE THAT: (I) CONNECT'S APPLICABLE AFFILIATE 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. General Terms of Service

**10.1 Self-Directed Account.** Your Account is self-directed, you are solely responsible for any and all Transactions placed through your Account, and all Transactions entered by you are unsolicited and based on your own decisions. You hereby represent and warrant that you have not received and do not expect to receive any financial advice from Connect or any of its Affiliates in connection with your Transactions. Notwithstanding anything in this User Agreement, neither Connect nor its Affiliates accept responsibility whatsoever for, and shall in no circumstances be liable to you for any Loss in connection with, your 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 financial advice. Neither Connect nor any of its Affiliates, nor any of their employees, agents, principals, or representatives: (i) provide financial advice in connection with this Account; (ii) recommend any Digital Assets, Transactions, or any action or inaction in your Account; or (iii) solicit your placement of any particular Transaction.

**10.2 Communications.** All notices and communication with you regarding your Account, the Services, this User Agreement, and any other applicable agreements, documents, and disclosures (together, the "**Communications**"), will be delivered electronically either through the Platform, your Account, your Affiliate Account, or via an email sent by Connect, Business, or a third party on behalf of us (as applicable), to the email address associated with your Account, Business Account, and/or Affiliate Account (as applicable). To ensure that you receive all of our electronic Communications, you agree to keep your email address up-to-date and immediately notify us

through the Platform or via support@zerohash.com if there are any changes. Delivery of any Communication to the email address associated with your Account, Business Account, or Affiliate Account is considered valid. If any email Communication is returned as undeliverable, we retain the right to block your access to your Account until you provide and confirm a new and valid email address. You may withdraw your consent to receive Communications electronically by contacting us at support@zerohash.com. If you fail to provide or withdraw your consent to receive Communications electronically, we reserve the right to immediately close your Account or charge you fees for paper copies.

**10.3 Taxes.** Connect and its Affiliates do not provide tax or legal advice. You will be liable for reporting and paying all taxes relating to your Transactions that may be initiated through your Account. Connect will not file or report any tax forms or taxable transactions on your behalf, provided that any applicable Connect Affiliate may do so if specified in your Affiliate User Agreement. You should conduct your own due diligence and consult your advisors before making any Transactions under this User Agreement.

**10.4 Intellectual Property.** Connect and its Affiliates own all right, title and interest in and to the technology and all associated documentation, procedures, requirements, conditions, practices and guidelines for AUTH and the Services, prepared by or on behalf of Connect and its Affiliates describing any processes, procedures, know-how or algorithms developed, devised, practiced or used by us ("**AUTH 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 AUTH Protocol is protected by applicable copyright, trade secret and other intellectual property laws. Without limiting the foregoing, the Connect logo, any other Connect service names, logos or slogans that may appear within AUTH and the Services (collectively, the "**Covered Marks**") are trademarks, service marks or trade dress of Connect and its Affiliates. You shall not: (i) copy, modify, disclose, publish, distribute, create derivative works from, reverse engineer, reverse assemble or reverse compile the AUTH Protocol, or any portion thereof, for any reason and you may not use the AUTH 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 Connect's prior written permission; (iii) remove, obscure or alter any Connect copyright, trademark, patent or other Connect notices or legends contained in AUTH and the Services or in any documentation or other materials produced, distributed or published by Connect; (iv) distribute, rent, sell, lease, redistribute, release or license the AUTH 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 AUTH Protocol, or knowingly transmit any virus or other potentially harmful device in connection with your use of the Services; or (vi) assist or encourage any third-party in engaging in any activity prohibited under this User Agreement.

**10.5 Transaction Data.** Connect and its Affiliates shall be entitled, at our sole discretion, to use information related to Digital Asset Transactions executed through AUTH and the Services ("**Transaction Data**") to develop and compile market data that Connect, 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 Connect and its Affiliates 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 Connect, 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 Connect and or its Affiliates or performance of the Services provided by Connect and/or its Affiliates. Notwithstanding the foregoing, any and all data submitted to Connect 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 Connect, 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 11 (*Privacy Policy*) below.

**10.6 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 and/or terminate your Account. 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.

**10.7 Severability.** If any provision of this User Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this User Agreement shall otherwise remain in full force and effect and enforceable.

**10.8 Headings.** The headings and captions used in this User Agreement are used for convenience only and are not to be considered in construing or interpreting this User Agreement.

## 11. Privacy Policy

For information about how we collect, use and disclose information about you when you use AUTH and the Services, please refer to our Privacy Policy here (which is incorporated herein by reference and which may be updated from time to time). 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. Please refer to Business's Privacy Policy available via the Platform for information about how Business collects, uses and discloses information about you when you engage with the Platform.

## 12. Remedies for Breach; Remedies in General

In the event that you or your affiliates, and your or their officers, managers, partners, directors, employees, independent agents or contractors (collectively, your "**Agents**") breach any of your representations, warranties, agreements or covenants set forth in this User Agreement or otherwise fail to comply with the requirements of this User Agreement, any policies of Connect and/or its Affiliates, including without limitation, by giving Connect 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*) above). You shall be liable for all Losses suffered by Connect and its Affiliates resulting from any such breach by you or your Agents. 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 Connect or its Affiliates, you and such parties will be jointly and severally liable for all resulting damages to Connect 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.

## 13. Indemnification

**13.1 Indemnification by You.** In addition to any other obligations you may have under other provisions of this User Agreement, you hereby agree to indemnify, defend and hold harmless Connect, Business, 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 Services, whether through the Platform or otherwise; (ii) any negligent, dishonest, fraudulent, or criminal act or omission by your 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 15 (*Dispute Resolution*) below.

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

**14. <u>Limitation of Liability</u>**

YOUR ACCOUNT, AUTH, THE SERVICES PROVIDED BY CONNECT OR ITS AFFILIATES, YOUR USE OF THE SERVICES OR ACCOUNT, AND ANY OTHER SERVICES PROVIDED TO YOU IN CONNECTION THEREWITH ARE PROVIDED BY CONNECT 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. CONNECT 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 AUTH OR ANY OF THE SERVICES, OR ANY DATA OR OTHER INFORMATION PROVIDED TO YOU BY CONNECT 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. Neither Connect nor 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, AUTH or your use of the Services, 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 Connect or its Affiliates or any of their Agents. Further, neither Connect nor its Affiliates nor 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, a Wallet Provider, or any other third-party with respect to your Account or the activities conducted through your Account; (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 Connect and/or its Affiliates do not have direct control; (iii) arising out of or resulting from any action taken by Business, a Wallet Provider, or any other third-party with respect to their respective user terms or terms of service, including without limitation, any Claims or Losses in any way related to the connection to or access of any Wallet or Digital Asset Account to Connect or AUTH, the utilization of AUTH and the Services with your Account or Wallet held at Business, a Wallet Provider, or any other applicable third-party, or Connect's authorized use of your Login Credentials or any other means, regardless of whether such connection or access is permitted by the Business, Wallet Provider, or any applicable third-party and including without limitation any automated means (e.g., scraping, crawling, spidering or robots), used to access your Business Account or a Wallet or account held at any other applicable third-party, including without limitation to facilitate any Transaction you direct or otherwise authorize; and (iv) 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, AUTH and your use of the Services.

## 15. Dispute Resolution

**15.1 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.

**15.2 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 15.

**15.3 No Class, Collective, Mass Actions, and any Other Non-Individualized Relief.** YOU AGREE, EXCEPT AS OUTLINED IN SECTION 15.10 (*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.

**15.4 Severability.** You agree that 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 15 is found unenforceable, then that portion shall be severed and the remainder shall continue to control.

**15.5 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.

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

**15.7 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 New York, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by Applicable 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.

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 Connect or its Affiliates must be sent to the address specified here with a copy to legal@zerohash.com.

Any Notice of Dispute sent to you by Connect or its Affiliates will be sent to the email address or address in our records that is associated with your Account (which may be the address or email address associated with your Business Account or Affiliate Account, as applicable) 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 (or JAMS, if applicable). 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 (or JAMS, if applicable) 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/) (or for JAMS, via the JAMS website https://www.jamsadr.com/). Neutrals shall be appointed in accordance with the New Era Rules (or JAMS rules, if applicable).

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 USD 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 (or JAMS rules, if applicable). 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 (or JAMS rules, if applicable) 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 (or JAMS

rules, if applicable). The parties agree that an arbitral award shall have no preclusive effect in any other proceeding involving other AUTH 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.

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 New York, New York, U.S.A. with respect to any such action. The parties expressly waive any objection based on personal jurisdiction, venue, or *forum non-conveniens*.

**15.8 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.

**15.9 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.

**15.10 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.

**15.10.1** 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).

**15.10.2** 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.

**15.10.3** 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.

**15.10.4** Arbitrations administered pursuant to this Batch Arbitration provision may be administered concurrently to the extent administratively feasible.

**15.10.5** 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.

**15.10.6** 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.

## 16. 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 New York, USA without regard to conflict of law rules or principles (whether of the USA, Bermuda, 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 courts sitting in New York, New York, USA.

## 17. Assignment

This User Agreement is an agreement between you, and Connect and only these parties have rights hereunder. This User Agreement is personal to you and you cannot assign, transfer, or novate any rights hereunder to anyone else. We may assign, transfer, or novate this User Agreement at any time and to anyone at our sole discretion.

## 18. Legal

18.1 **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 Connect and its Affiliates be obligated to affect any Transaction that we believe would violate any Applicable Law. Connect and its Affiliates 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 Connect and its applicable Affiliates to provide any information relating to your Account, your use of AUTH and 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 Connect and/or its Affiliates shall comply with Applicable Law, including any applicable privacy rules and regulations.

18.2 **Affiliate Licenses.** Connect's Affiliates may be required to maintain licenses to engage in some or all of the Services, 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 Connect, and updated from time to time, prior to using the Services. A list of licenses held by Connect's Affiliates 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 these licenses, contact us at support@zerohash.com before using the Services enumerated in this User Agreement.

18.3 **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.

18.4 **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. 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 Connect Privacy Policy referenced in Section 11 (*Privacy Policy*). 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.

18.5 **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 Connect relating to its subject matter and supersedes all prior agreements and understandings, whether oral or written.