zerohash europe

User Agreement

RFQ version: 29 October 2026

Who is zerohash?

zerohash europe B.V. ("**zerohash**") is a private limited liability company formed under the laws of the Netherlands. zerohash currently holds a license in the Netherlands: a Markets in Crypto-Assets Regulation ("**MiCA**") Crypto-Asset Service Provider license with the AFM under registration number 41000042. Please visit the zerohash website at www.zerohash.com for more information about zerohash and its affiliated companies ("**Affiliates**") and see below for zerohash's general information as well as contact information. For more information on the corporate structure of zerohash and its Affiliates, visit the zerohash website here.

zerohash europe B.V.
Herengracht 244-3
Amsterdam 1016 BT
The Netherlands
support@zerohash.com
KvK Trade Register No. 89099060

Stichting Derdengelden zerohash europe (the "**Foundation**"), zerohash's affiliate, is a Netherlands-registered Third Party Assets Foundation (in Dutch: *Stichting Bewaarinstelling*), which is party to this User Agreement for the sole purpose of acting as custodian of Crypto Assets and Fiat Funds (both terms defined below) held and/or received by you. See below for the Foundation's general information as well as contact information.

stichting derdengelden zerohash europe
Herengracht 244-3
Amsterdam 1016 BT
The Netherlands
KvK Trade Register No. 94760896

What does zerohash do?

zerohash is a back-end technology provider that has partnered with the business who operates the Platform (defined below) (the "**Business**") to enable Business to offer the zerohash Crypto Asset Services (as further described below) to its customers through the Business's mobile application and/or website (the "**Platform**"). zerohash has connected its proprietary technology system (the "**zerohash System**") with the Platform to enable Business's customers to engage in Crypto Asset transactions (which may include buying, selling, depositing, custodying and transferring Crypto Assets, each being a "**Transaction**"). In other words, when a customer visits the Platform and has the ability to engage in a Transaction or other Crypto Asset Service, that service is being provided to the customer by zerohash, and not the Business. A

more detailed description on the different sorts of Crypto Asset Services that zerohash enables is discussed in Section 1 (Crypto Asset Services) below. In some instances, the Business may also provide one or more Crypto-Asset services and, if this is the case those services will be the subject of a separate agreement between you and the Business and are not covered by this Agreement.

What are "Crypto Assets"?

As used in this zerohash europe User Agreement ("**User Agreement**"), the term "**Crypto Assets**" means a digital representation of value which or of a right that can be transferred and stored electronically using distributed ledger technology or similar technology. The term "Crypto Assets" also includes "asset-referenced tokens" ("**ARTs**"), "electronic money tokens" ("**EMTs**") or "e-money tokens", and "utility tokens" as those terms are defined under Article 3 of MiCA (which can be found here). Certain ARTs and EMTs, referred to herein as "**Stablecoins**," are designed to maintain a stable value relative to a referenced asset, such as the Euro, U.S. Dollar, or another Fiat Currency (defined below). A Stablecoin issued by zerohash or any of its Affiliates is referred to herein as a "**zerohash Stablecoin**," and a Stablecoin issued by an unaffiliated third party is referred to herein as a "**Third-Party Stablecoin**." Except where expressly stated otherwise, references in this Agreement to a "Crypto Asset" includes Stablecoins.

Crypto Assets are distinguished from "**Fiat Currency**" (such as Euros or U.S. dollars), which is the coin and paper money of a country that is designated as its legal tender. Crypto Assets are not legal tender and are not backed by the Dutch government or any other government. Crypto Assets are also distinguishable from "financial instruments" under Directive 2014/65/EU on markets in financial instruments ("MiFID II"), which can be found here), which includes transferable securities, money-market instruments, options, futures, and other financial contracts. Crypto Assets are not regulated under MiFID II.

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

BEFORE USING THE CRYPTO ASSET SERVICES, please note that you should understand that engaging in Transactions or services comes with inherent risks that are unique to Crypto Assets, including that the value of Crypto Assets can be volatile and lose all value, and the fact scammers frequently use Crypto Assets to defraud consumers. As it concerns Stablecoins, you should also understand that: (i) a Stablecoin's value, liquidity, and redeemability depend on the solvency of its issuer (including, but not limited to, zerohash or any of its Affiliates with respect to a zerohash Stablecoin) and the composition of the reserve assets backing it; (ii) a Stablecoin is not insured or guaranteed by any governmental authority; and (iii) neither zerohash nor its Affiliates guarantees the value, liquidity, or redeemability of any Stablecoin. A more detailed description on the general risks of Crypto Assets can be found on the zerohash website here and in Section 10 (*General Risks of Crypto Assets*) below.

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

Each customer who visits the Platform and wishes to engage in Crypto Asset Services with zerohash must sign BOTH: (i) this User Agreement, which is an agreement between the customer, zerohash and the Foundation; and (ii) the applicable Business terms and conditions ("**Platform Agreement**"), which is an agreement between the customer and Business that governs the customer's access to and use of the Platform, including any Crypto-Asset services being provided by the Platform. As used in this User

Agreement, "**you**" and "**your**" refers to the individual or legal person (in other words, a non-natural person such as a corporation) customer of Business agreeing to the terms of this User Agreement.

You must agree to the User Agreement to use the Crypto Asset Services. Once you have agreed to the User Agreement, you will be prompted to provide certain information to zerohash for zerohash to verify your identity (as more fully described in Section 4 (*How to Open an Account*) below). If zerohash (i) successfully verifies your identity, and (ii) confirms that you are eligible to engage in Crypto Asset gServices with zerohash (as more fully described in Section 3 (*Eligibility to Open an Account and Use the Services*) and Section 4 (*How to Open an Account*) below), you will notified by zerohash either directly or through the Platform that you have successfully opened an account with zerohash ("**Account**").

Please note that the Account experience will vary depending on what service you are using and through which particular platform. For example, for a buy/sell platform, an Account may resemble a typical bank account where you can view Crypto Asset balances and purchase history. In contrast, for a platform that allows you to purchase a Crypto Asset and immediately withdraw that asset to an External Wallet (defined in Section 1.1(b) (*Deposit Transactions*) below), outside the control of zerohash, the Account experience may be limited to zerohash's internal information regarding your use of the service (e.g., personal information and Transaction history) and the Transaction receipts available to you via the Platform. As more fully described below, this Agreement governs how and when you can engage in Transactions or other Crypto Asset or Fiat Currency service with zerohash through your Account.

For further information on how we use the information you provide us or generate during your use of the Services and who we share this information with, see Section 4 (*How to Open an Account*) below. Notwithstanding the foregoing, by agreeing to this Agreement, you agree and authorize zerohash and its Affiliates to contact you via any point of contact you provide to zerohash or Business, including without limitation via any telephone number (including any cellular or mobile number), whether by phone call or text, you provide to zerohash or Business, regarding your Account or use of the zerohash Services. These communications or contacts may be made using automated technology. You may withdraw consent at any time by contacting zerohash at support@zerohash.com and are not required to provide ongoing consent as a condition of utilizing the zerohash Services. Message and data rates may apply. You may reply STOP to any text message to opt out at any time.

Exceptional recovery scenario

Please note that there may be an exceptional circumstance where you may need to access your Account directly through the zerohash System (and not through the Platform). This may occur if you are unable to access the Crypto Asset Services through the Platform for whatever reason. In such an event, zerohash will contact you directly and provide you with the necessary information required to access your Account directly through the zerohash System. When you access your Account directly through the zerohash System, the terms and conditions of this User Agreement will continue to govern your use of the Account.

* * *

By opening an account with the Business (a "**Business Account**") or accessing or using the Crypto Asset Services, you agree to be legally bound by the terms and conditions of this User Agreement in their entirety. **IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS OF THIS USER AGREEMENT, YOU WILL NOT BE ABLE TO OPEN AN ACCOUNT OR ACCESS OR USE THE CRYPTO ASSET SERVICES.**

1. Crypto Asset Services.

1.1. Scope of Services. Below is a list of Crypto Asset Services that may be made available to you by zerohash through the Platform (jointly with any other service described in the User Agreement referred to as the "**Services**"). It is up to the discretion of Business which zerohash Services will be made available on its Platform, which will be disclosed to you in the Platform). In addition to the Services offered by zerohash, the Business may offer additional services to you, which shall be governed by the terms and conditions made available to you by the Business via the Platform or otherwise.

a. Buy/Sell Transactions: You may be able to purchase and sell Crypto Assets from or to zerohash in exchange for Fiat Currency ("**Buy/Sell Transactions")**. You may be able to set up recurring Crypto Asset Buy/Sell Transactions that will allow you to automatically purchase or sell a specific amount of Crypto Assets for Fiat Currency on a schedule established by you if the Business offers that to you. Any such recurring Buy/Sell Transaction feature is offered to you by the Business and is under the exclusive control of the Business. zerohash does not have the ability to set up or cancel recurring Buy/Sell Transactions.

b. Deposit Transactions: You may be able to deposit Crypto Assets held in an external blockchain wallet or address controlled by you or a third party (each an "**External Wallet**") with zerohash (a "**Deposit Transaction**"). Once you complete a Deposit Transaction, the transaction will be recorded on the applicable public blockchain ledger on an address of zerohash and the Crypto Asset will be within zerohash's control and not under the control of the External Wallet owner.

c. Withdrawal Transactions: You may be able to withdraw Crypto Assets (each a "**Withdrawal Transaction**") from your Account balance to an External Wallet controlled by you or another third party. Once zerohash completes a Withdrawal Transaction, the transaction will be recorded on the applicable public blockchain ledger and the Crypto Asset will be outside of zerohash's control and will be under your control (or under the control of the third party who controls the External Wallet that received the Crypto Assets).

d. P2P Transactions: You may be able to send Crypto Assets from your available Account balance to other eligible users who are also zerohash customers (a "peer-to-peer" transaction or "**P2P Transaction**"). When submitting a P2P Transaction, you are transferring the ownership of the Crypto Assets to another Platform user and zerohash account holder (which may include Business, if applicable). Unlike Withdrawal Transactions (where a Crypto Asset is withdrawn to an External Wallet outside of the control of zerohash and recorded on a public blockchain network), P2P Transactions take place off chain (in other words, the transaction is not posted on a public blockchain ledger) and instead are recorded on zerohash's internal accounting ledger.

e. Rewards/Awards Transactions: You may be able to receive Crypto Asset-denominated rewards or awards as a result of your credit card, debit card, or other spending activities (or as a result of any promotional offerings provided by Business to you) ("**Reward/Awards Transactions**"). Such Rewards/Awards Transactions (including any reversals or refunds) will be governed by the Business terms and conditions governing such rewards or awards. In the event that zerohash receives instructions from the Business to refund any previously disbursed rewards or awards or to otherwise reverse any Rewards/Awards Transaction,

zerohash may withdraw such prior disbursements from your Account) and change your Account balance without prior notice to you (although we will provide you notice once the reversal is complete). You must contact Business regarding the return of any points, credit, fees, or other payment method used to originally purchase the reward or award (if applicable). zerohash and its Affiliates are not responsible, and have no liability for, the return of any such points, credit, fees, or other payment method, if applicable. The value of any reward or award that is returned or refunded may have significantly changed in value since the time it was purchased, and therefore the amount of points, credit, fees, or other payment method returned to you (if applicable) may be less than what you originally used to purchase the reward or award.

Buy/Sell Transactions, Deposit Transactions, Withdrawal Transactions, P2P Transactions, and Rewards/Awards Transactions are collectively referred to in this User Agreement as "**Transactions**".

f. Account & Custody Services: You may be able to store Crypto Assets in one or more Hosted Wallets (as defined and more fully described in Section 9 (*How Your Crypto Assets are Custodied by zerohash*) below) managed by zerohash through the Foundation. All Crypto Assets held by zerohash on your behalf will be held in one or more omnibus Hosted Wallets, including any Crypto Assets you receive as a result of a Transaction.

You may also be able to track your pending Transactions, view Transaction history, receive Transaction receipts, and/or view Account balances through the Platform.

g. Liquidity: By engaging in a Buy/Sell Transaction, your counterparty to a Transaction is always zerohash. For Buy/Sell Transactions, zerohash offers you price quotes when you request a quote from zerohash via the Platform. zerohash may charge fees for each Buy/Sell Transaction executed by you via the Platform and the execution price is not meant to imply the "market price." All prices and fees for Transactions will be disclosed to you via the Platform prior to you executing the Buy/Sell Transaction (please see Section 1.2 (Fees for the Services) below).

h. Settlement: When you engage in a Transaction, your counterparty to the transaction is always zerohash. For the sole purpose of settlement, zerohash may utilize zerohash's affiliate zerohash Liquidity Services LLC ("**ZHLS**") as settlement provider of the Transaction. In that capacity, ZHLS provides liquidity in the Foundation to support intraday clearing and settlement of the Transaction ("**Settlement Provider**"). As Settlement Provider, ZHLS maintains a Hosted Wallet with the Foundation in which ZHLS may maintain a float of Crypto Assets for the purpose of meeting its obligations as Settlement Provider. Any ZHLS assets, including Crypto Assets and Fiat Funds, kept by the Foundation in custody or otherwise on behalf of ZHLS are subordinated to any claims that you may have against zerohash and the Foundation. zerohash will determine your obligations for each Transaction in order for the Transaction to be completely settled (in other words, zerohash will notify you how much you need to pay, when you need to pay, and how you will pay in order for the Transaction to be complete). zerohash may use any calculation method and information that it determines necessary to determine your final settlement obligations, including, but not limited to, rounding fractions of a cent using industry standard methods such as "bankers

rounding", using index values published by zerohash, and using published settlement price data provided by any liquidity providers or, if applicable, the Platform.

i. Transfer Services: When you engage in certain services, zerohash will, as part of these Services, provide Transfer Services. A Transfer Service is a service that zerohash provides on your behalf to transfer one or more Crypto Assets from one distributed ledger address or account to another. zerohash provides Transfer Services in conjunction with the following Services: Deposit or Withdrawal Transactions, Buy/Sell Transactions, P2P Transactions, Account Funding, Payin Services, Payout Services, Accounts Receivable Services, and Settlement Services. By initiating these Transactions, you are requesting zerohash to initiate a transfer of Crypto Assets.

   zerohash has a dedicated Transfer Services policy in place, based on which zerohash regularly assesses potential operational failure and cybersecurity risks associated with Transfer Services, and has deployed ICT and human resources to address these risks immediately, efficiently and thoroughly. zerohash has implemented a robust cybersecurity program and control framework to reduce the likelihood of identified relevant risk scenarios materializing, and amongst others uses the following systems to manage these risks:

   i. Automated Monitoring Systems: zerohash uses ICT systems to ensure the monitoring of transfers and to detect operational anomalies or potential cybersecurity threats. These ICT systems enable the triggering of automated alerts for further investigation and allow for immediate action.
   ii. Redundancy and Backup: zerohash maintains redundant systems and data backup to prevent service disruptions during the provision of Transfer Services. In the event of system failure, failover mechanisms ensure continuity of services.
   iii. MPC (multi-party computation): The MPC private key protection layer removes the single point of compromise from both external hackers and insiders, as the private key is never concentrated on a single device at any point in time.

j. Account Funding Services: You may be able to fund your Fiat Currency account held with Business or another third-party by depositing Crypto Assets with zerohash for the purpose of zerohash converting the Crypto Assets to Fiat Currency and withdrawing to your Fiat Currency account (each a "**Fund Transaction**"). If instructed by Business or otherwise required by zerohash pursuant to its internal compliance policies, zerohash may reverse a previously settled Fund Transaction and send the Crypto Assets back to the blockchain address that zerohash initially received the Crypto Assets from. The value of any Crypto Asset that is returned or refunded may have significantly changed in value since the time it was originally deposited with zerohash in connection with a Fund Transaction and therefore may be worth less than what you originally owned. **By using the Account Funding Services, you acknowledge and agree that you have read, understand, and accept the zerohash Third-Party Transaction Disclosures listed here, which are incorporated herein by reference and which may be updated from time to time without prior notice to you.**

k. Pay Services: For (i) shoppers or other payors ("**Senders**") that are a customer of zerohash, you may be able to pay a merchant or other payee, which may include Business

("**Recipient**"), for certain goods or services (or otherwise make a payment to satisfy a certain payment obligation owed), by depositing Crypto Assets with zerohash for the purpose of zerohash transferring the Crypto Assets to the Recipient as satisfaction of the payment obligation owed; or (ii) Recipients, you may be able to accept payments from Senders (or otherwise receive a payment to satisfy a certain payment obligation owed) in Crypto Assets, which may, in each case as permitted in the Platform, be directly credited to your Account, withdrawn to an external blockchain address as instructed by you, or converted to Fiat Currency and credited to your Account or withdrawn to your external bank account as instructed by you (each a "**Pay Transaction**"). In order to use the Pay Services, you must be enrolled in Business's Crypto Assets pay program and agree to certain terms and conditions with Business (the "**Pay Program**").

zerohash is not responsible for, or liable to you in any way, for: (i) calculating payment obligations owed between Senders and Recipients, which is the exclusive responsibility of Business; (ii) the quantity, quality, or other characteristic of the good or service purchased or sold, or other payment obligation, giving rise to a Pay Transaction; (iii) processing Pay Transaction refunds or otherwise reversing a Pay Transaction in accordance with this User Agreement; or (iv) disputes between you and Business, a Sender, or a Recipient, as applicable, in connection with the Pay Program, any Pay Transaction, the particular good, service, or other event rising rise to a payment obligation, including, but not limited to, claims regarding erroneous Pay Transactions, timely Payments, the quality of a good or service, etc.

By using the Pay Services, you acknowledge and agree that you have read, understand, and accept the zerohash Third-Party Transaction Disclosures listed here, which are incorporated herein by reference and which may be updated from time to time without prior notice to you. In addition, during your use of the Pay Services (whether as a Sender or Recipient), you acknowledge and agree to the following:

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

ii. Exchange Rate Risk. The exchange rate risk associated with a Pay Transaction depends on whether the Sender is a customer of zerohash and, where the Sender is a customer of zerohash, on the option selected by the Recipient in the Pay Program:
    1. Where the Sender is not a customer of zerohash, the Sender will be prompted in the Platform to deposit a specified amount of Crypto Assets as determined by the Recipient in the blockchain address provided by zerohash or its Affiliates in satisfaction of the payment obligation owed to the Recipient. In such case, zerohash does not

provide an exchange service to the Sender, and any subsequent conversion of the deposited Crypto Assets into Fiat Currency (or other Crypto Assets) is a service provided by zerohash to the Recipient. The exchange rate risk associated with such conversion shall be between zerohash and the Recipient, and the terms governing such conversion (including the applicable exchange rate and any associated fees) shall be as agreed between zerohash and the Recipient.

2. Where the Sender is a customer of zerohash, the Recipient may elect one of the following options through the Pay Program: (I) the Sender will be treated in the same manner as a Sender who is not a customer of zerohash, as described above, whereby the Sender will only be prompted to deposit a specified amount of Crypto Assets and zerohash does not provide an exchange service to the Sender, with any conversion of the deposited Crypto Assets being a service provided by zerohash to the Recipient on the terms set out above; or (II) the Sender will be quoted an exchange rate that zerohash or its Affiliates will use to convert the Crypto Assets into the selected Fiat Currency (the "**Exchange Rate**"). zerohash and its Affiliates use a fixed rate method for quoting the Exchange Rate ("**Fixed Rate**"), which is an Exchange Rate that does not change until the quote expires at the time indicated in the transaction details.

iii. Responsibility for Reviewing Pay Transaction Details. Senders are responsible for reviewing and confirming the Pay Transaction details for the selected Crypto Asset for on-chain delivery and reviewing the blockchain address presented to the Senders when prompted to make a payment in the Platform to ensure that it is correct. All payment obligations displayed to Senders in the Platform with a Fixed Rate will be based on an Exchange Rate that will remain fixed during the time window displayed to the Sender in the Platform (a "**Quote Window**"). Failure to deposit the Crypto Assets required to satisfy the payment obligation in the blockchain address provided to the Sender in the Platform before the Quote Window expires may result in the price and Exchange Rate of the payment obligation changing to a Floating Rate which may result in the Sender owing more Crypto Assets to the Recipient to satisfy the payment obligation. Upon receipt of a payment obligation, whether above or below a set limit or provided after a Quote Window expires, zerohash and its Affiliates may exercise their rights to either return or convert the Crypto Assets to Fiat Currency as described in more detail below.

iv. Right to Immediately Convert and/or Transfer. When using the Pay Services: (I) where the Sender is a customer of zerohash, zerohash reserves will immediately (i) convert the Crypto Assets deposited by a Sender to zerohash to Fiat Currency and transfer such Fiat Currency to the Recipient (including to the Recipient's external bank account, which will send the Fiat Currency outside of zerohash's control), or (ii) transfer the Crypto Assets received to the Recipient (including to the Recipient's external blockchain address, which

will send the Crypto Assets outside of zerohash's control), and zerohash is not required to wait for further instruction from the Sender, Recipient, or Business upon receipt of the Crypto Assets to make such conversion or transfer; and (II) where the Recipient is a customer of zerohash, the manner in which zerohash converts and/or transfers the Crypto Assets deposited by a Sender shall be as elected by the Recipient through the Pay Program, which may include (i) converting the Crypto Assets to Fiat Currency and transferring such Fiat Currency to the Recipient (including to the Recipient's external bank account, which will send the Fiat Currency outside of zerohash's control), or (ii) transferring the Crypto Assets to the Recipient (including to the Recipient's external blockchain address, which will send the Crypto Assets outside of zerohash's control), or (iii) crediting the Crypto Assets to the Recipient's Account.

v. Right to Return or Convert if Above or Below the Required Payment Amount or Received Outside of the Quote Window. If zerohash receives a deposit of Crypto Assets from a Sender as a payment to a Recipient, and such deposit is:

1. above the required payment amount owed to the Recipient, zerohash reserves the right, at its sole discretion and without further instruction from the Sender, Recipient, or Business, to either (a) return the excess Crypto Assets to the blockchain address that sent the Crypto Assets to zerohash or to another address as determined by zerohash in its reasonable and good faith discretion, (b) credit the Crypto Assets to the Recipient's zerohash Account, and/or (c) immediately convert the excess Crypto Assets received to Fiat Currency and transfer such Fiat Currency to the Recipient's zerohash Account or to the error account managed by zerohash and Business ("**Error Account**");

2. below the required payment amount owed to the Recipient, zerohash reserves the right, at its sole discretion and without further instruction from the Sender, Recipient, or Business, to either (a) return the Crypto Assets to the Address that sent the Crypto Assets to zerohash or to another address as determined by zerohash in its reasonable and good faith discretion, (b) credit the Crypto Assets to the Recipient's zerohash Account, and/or (c) immediately convert the Crypto Assets received to Fiat Currency, transfer such Fiat Currency to the Recipient's zerohash Account, and use funds from the Error Account to make up the difference in the payment amount required and the payment amount received, in which case the Sender will remain liable for the remaining outside payment obligation to the Recipient; or

3. received by zerohash outside of the Quote Window presented to the Sender (i.e., after the Quote Window has expired for a Fixed Rate order when/if applicable to you), zerohash reserves the right, at its

sole discretion and without further instruction from the Senders, Recipients, or Business, to either (a) return the Crypto Assets either to the blockchain address that sent the Crypto Assets to zerohash or to another address as determined by zerohash in its reasonable and good faith discretion, or (b) immediately transfer the Crypto Assets received (or convert the Crypto Assets received to Fiat Currency and transfer such Fiat Currency) to the Recipient's or Business's (1) blockchain address (or bank account), or (2) zerohash Account, in which case the Sender will remain liable for the remaining outside payment obligation owed to the Recipient.

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

vi. Refunds or Reversed Transactions. If instructed by Business, a Recipient, or otherwise required by zerohash pursuant to its internal compliance policies or Applicable Law, zerohash may reverse a previously settled Pay Transaction and send the Crypto Assets back to the blockchain address that zerohash initially received the Crypto Assets from (or to such other address as zerohash determines in its reasonable and good faith discretion or as otherwise required by Applicable Law). Unless instructed otherwise pursuant to the foregoing sentence, zerohash and its Affiliates are not responsible for, and shall not be liable to Senders in any way for, processing Pay Transaction refunds or otherwise reversing a Pay Transaction, and Senders must contact Business and/or the Recipient for any concerns or questions relating to Pay Transactions and refunds. The value of any Crypto Asset that is returned or refunded may have significantly changed in value since the time it was originally deposited with zerohash by a Sender in connection with a Pay Transaction and therefore may be worth less than what the Sender originally owned. All refunds will be calculated in Fiat Currency-denominated value (for example, if you buy a product for EUR 100 and pay with Bitcoin, but a couple days later are eligible for a refund, you will receive EUR 100 worth of Bitcoin on the day of the refund, which may be more or less Bitcoin than you originally used to pay for the product on the day of payment).

l. Payout Services. For: (i) merchants or other payors, which may include Business ("**Payors**"), you may be able to pay a contractor, vendor, or other payee ("**Beneficiary**") for certain goods or services (or otherwise make a payment to satisfy a certain payment obligation owed) with Crypto Assets by converting Fiat Currency in your Business Account or zerohash

Account to Crypto Assets (or use your existing Crypto Asset balances in your Account) for the purpose of zerohash transferring the Crypto Assets to the Beneficiary as satisfaction of the payment obligation owed; or (ii) Beneficiaries, you may be able to accept payments from Payors (or otherwise receive a payment to satisfy a certain payment obligation owed) in Crypto Assets, which may, in each case as permitted in the Platform, be directly credited to your Account, withdrawn to an external blockchain address as instructed by you, or converted to Fiat Currency and credited to your Account or withdrawn to your external bank account as instructed by you (each a "**Payout Transaction**").

By using the Payout Services, you acknowledge and agree that you have read, understand, and accept the zerohash Third-Party Transaction Disclosures listed here, which are incorporated herein by reference and which may be updated from time to time without prior notice to you. In addition, in order to use the Payout Services, you must be enrolled in Business's Crypto Assets payouts program and agree to certain terms and conditions with Business (the "**Payout Program**"). If instructed by Business, a Payor, or otherwise required by zerohash pursuant to its internal compliance policies, zerohash may reverse a previously settled Payout Transaction and require the Beneficiary to send back the Crypto Assets received from a Payout Transaction (if sent to an external blockchain address). For Beneficiaries, you agree to comply with any written request from zerohash to return Crypto Assets received as a result of a Payout Transaction to zerohash if zerohash is reversing the Payout Transaction in accordance with this User Agreement. If the Beneficiary's Crypto Assets are custodied in a zerohash Account, then zerohash may debit such Crypto Assets from the Account and reverse the Payout Transaction without prior notice to you. For Payors, the value of any Crypto Asset that is returned or refunded may have significantly changed in value since the time it was originally sent by zerohash to a Beneficiary in connection with a Payout Transaction and therefore may be worth less than what the Payor originally owned or purchased. zerohash is not responsible for, or liable to you in any way, for: (i) calculating payment obligations owed between Payors and Beneficiaries, which is the exclusive responsibility of Business; (ii) the quantity, quality, or other characteristic of the good or service purchased or sold, or other payment obligation, giving rise to a Payout Transaction; (iii) processing Payout Transaction refunds or otherwise reversing a Payout Transaction in accordance with this User Agreement; or (iv) disputes between you and Business, a Payor, or a Beneficiary, as applicable, in connection with the Payout Program or any Payout Transaction. Payors are responsible for reviewing and confirming the Payout Transaction details for the selected Crypto Asset for on-chain delivery and reviewing the blockchain address provided to the Payors by Beneficiaries when prompted to make a payment in the Platform to ensure that it is correct.

m. Accounts Receivable Services. You may be able to accept payments in the form of Crypto Assets from your customers or other third parties ("**Payors**") who owe you a balance for an invoice you issue to such third parties (an "**Invoice**"), which may, in each case as permitted in the Platform, be directly credited to your Account, withdrawn to an external blockchain address as instructed by you, or converted to Fiat Currency and credited to your Account or withdrawn to your external bank account as instructed by you (each a "**Payment**"). In order to use the Accounts Receivable Services, you must be eligible to receive the services through the Platform, as determined by Business.

zerohash is not responsible for, or liable to you in any way, for: (i) calculating payment obligations owed between you and Payors, which is the exclusive responsibility of Business; (ii) the quantity, quality, or other characteristic of the good or service that is the subject of an Invoice giving rise to a Payment; (iii) processing Payment refunds or otherwise reversing a Payment in accordance with this User Agreement; or (iv) disputes between you and Business, or a Payor, as applicable, in connection with ~~the AR Program,~~ any Payment, the particular good, service, or other event that is the subject of an Invoice giving rise to a Payment obligation, including, but not limited to, claims regarding erroneous or timely Payments, the quality of a good or service, etc.

By using the Accounts Receivable Services, you acknowledge and agree that you have read, understand, and accept the zerohash Third-Party Transaction Disclosures listed here, which are incorporated herein by reference and which may be updated from time to time without prior notice to you. In addition, during your use of the Accounts Receivable Services, you acknowledge and agree to the following:

i. zerohash as Agent of the Payee. zerohash and its applicable Affiliates shall at all times be acting as your agent in each case to collect and process Payments from Payors for Invoices, and the payment of such Invoices is treated as received by you upon zerohash's or its Affiliates' receipt of the Payment, and that the Payor's rights in the Payments extinguish upon zerohash's or its Affiliates' receipt of such Payments.

ii. Permitted Payors & Payments; Quarantine & Recovery. zerohash will only process Payments on your behalf and credit the Crypto Assets received to your Account if zerohash is able to successfully verify the identity of the Payor and that the Payment is not otherwise subject to a legal or compliance hold or quarantine, in each case in accordance with our AML Program (defined in Section 2 (*zerohash is Authorized to Provide Crypto Asset Services*) below). If zerohash is not able to verify the identity of a Payor, who a Payment came from, who a Payment is owed to, or zerohash is otherwise required to hold or quarantine the Crypto Assets received for a compliance reason, then zerohash will hold such Crypto Assets in a quarantined account until such reason giving rise to the quarantine is resolved, as determined by zerohash in its sole discretion. zerohash may, in its sole discretion, require you or the Payor to retrieve the Crypto Assets from zerohash via the method provided by zerohash, send the Crypto Assets back to the address it was received from, hold the Crypto Assets indefinitely until the compliance hold is resolved, send the Crypto Assets to an external address provided by you or the Payor, or surrender the Crypto Assets to regulatory authorities if required. zerohash and its Affiliates shall not be responsible for, and you shall hold zerohash and its Affiliates harmless from, any and all claims or losses arising out of zerohash's quarantine, hold, or disposition of a Crypto Assets received as a Payment in accordance with our AML Program.

ii. Responsibility for Payment and Invoice Details & Amounts. Payors are responsible for reviewing and confirming the Payment and Invoice details for

the selected Crypto Asset for on-chain delivery and reviewing the blockchain address provided to the Payors by you or Business to ensure that it is correct. If zerohash receives a Payment that is: (a) below the amount owed for the applicable Invoice, then you are solely responsible for recovering the remaining amounts owed from the Payor; or (b) above the amount owed for the applicable Invoice, then you are solely responsible for returning any overpayment difference to the Payor. zerohash shall not be responsible for, and you shall hold zerohash and its Affiliates harmless from, any and all claims or losses arising out of zerohash's processing of an overpayment or underpayment.

iii. Audits. If requested by zerohash at any time, you shall provide zerohash with copies of Invoices so that zerohash can ensure Payments received and processed on your behalf correlate to the amounts owed to you, are for legitimate business purposes, and are not associated with any illegal or high risk activity. If you fail to promptly provide zerohash with the Invoices requested, or you otherwise fail an audit performed by zerohash for any reason (as determined by zerohash in its sole discretion), then zerohash may suspend or terminate your access to the Accounts Receivable Services and hold or quarantine any Crypto Assets received on your behalf in accordance with Section 1.1.m.ii above.

1.2. Fees for the Services. All applicable fees will be disclosed to you prior to you using the Services or engaging in a Transaction. zerohash also posts the fees it charges for the Services on its website as set out below. By engaging in a Transaction, you are accepting any fees disclosed to you via the Platform before you engage in the Transaction.

1.3. Disclosures:
zerohash makes available information on pre- and post-trading transparency, pricing, cost and fees as well as its policy that sets out the general nature and sources of conflicts of interest. This information can be found here ("**Disclosures**"). These Disclosures are subject to change, and you are solely responsible for reviewing the applicable Disclosures, the prices, fees and costs disclosed to you at the time you use the Services or engage in a Transaction. By engaging in a Transaction, you are accepting the Disclosures published and any prices, fees and costs disclosed to you via the Platform.

1.4. Regulatory Qualification of Services.
The Transactions will take place through a quote service (Request For Quote model / "**RFQ**") whereby zerohash acts as your counterparty. Under MiCA, the RFQ service (where zerohash is your counterparty) qualifies as a crypto-asset to funds exchange service. The other Services offered by zerohash qualify as custody and administration of crypto-assets and crypto-asset transfer services under MiCA.

2. **zerohash is Authorized to Provide Crypto Asset Services.** As a registered crypto service provider with the AFM, zerohash is subject to the Dutch Prevention of Money Laundering and Financing of Terrorism Act (*Wet ter voorkoming van witwassen en financieren van terrorisme, "***WWFT"**) and its implementing

regulations which set out the requirements imposed upon financial institutions to implement policies and procedures reasonably designed to detect and prevent money laundering and terrorist financing.

You understand and acknowledge that: (i) your access to and use of the Services is subject to compliance with zerohash's legal compliance anti-money laundering and counter-terrorism financing program ("**AML Program**"); (ii) zerohash is not a registered investment firm and does not participate in the Dutch Investor Compensation Scheme ("**DICS**"); and (iii) your Crypto Assets held at your Account are not protected by the Dutch Deposit Guarantee Scheme ("**DDGS**") or DICS.

3. **Eligibility to Open an Account and Use the Services**

3.1. **Who May Open an Account or Use the Services.** Below are the only two types of persons or entities that may open an Account and use the Services:

3.1.1. ***Individuals.*** Individuals at least eighteen (18) years of age that have the legal capacity to enter into this User Agreement ("**Individual**"). Individuals must: (i) not have previously been suspended or removed from using of the Services;) and (ii) not have been identified as a "Specially Designated National" as determined by the U.S. Office of Foreign Assets Control (or a similar designation by the European Union or any of its member states), or have been placed on any sanctions list by the European Union (including any of its member states), United States, or any other government in the jurisdiction from which the Individual accesses the Services .

3.1.2. ***Legal Persons.*** Legal Persons duly formed and legally authorized to operate in the jurisdiction of their formation ("**Legal Person**"). If you are a Legal Person, you represent and warrant to zerohash that: (i) you are duly organized and validly existing under the Applicable Laws (as defined in Section 18 (*Compliance with Applicable Laws*) below) of the jurisdiction of your organization; (ii) the person representing you in relation to the execution of this User Agreement (the "**Authorized Person**") is duly authorized by you to act on your behalf; (iii) the Authorized Person is (a) at least 18 years if 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; and (iv) you not have been identified as, and/or owned or controlled by, a "Specially Designated National" as determined by the U.S. Office of Foreign Assets Control (or a similar designation by the European Union or any of its member states), nor have you or any associated beneficial owner or controlling person been placed on any sanctions list by the European Union (including any of its member states), United States, or any other government in a country from which you access the Services from. zerohash is not responsible or liable for relying on the representations of your Authorized Persons, agents, employees, contractors, attorneys, financial advisors, or any other person zerohash reasonably believes represents you in the acceptance of this User Agreement or in the acceptance of any other instruction. During the Account opening process, all Legal Persons will be required to provide zerohash with a link to their websites. If a Legal Person does not have a website and answers "N/A" or "No" to this question during onboarding, then the Legal Person is representing and warranting to zerohash that it does not have a website.

3.2. **Where Can You Use Your Account or Access the Services.** You may only register an Account or use the Services if you are an Individual that resides in (or if you are a Legal Person, are organized and operate in) a country in which zerohash is authorized to provide Services ("**Permitted Jurisdictions**"). A current list of Permitted Jurisdictions, which is incorporated by reference, is available here and is subject to change at any time. If the link above is down, please contact zerohash at support@zerohash.com before using the Services.

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 European Union (or any of its member states) or the United States have embargoed goods or services, or where your use of the Services would be illegal or otherwise violate any Applicable Law of such jurisdiction or of the European Union (or any of its member states) or the United States, including any sanctioned country as listed by the Dutch government, the European Commission, United States, and the United Nations Security Council ("**Restricted Jurisdiction**"). zerohash may implement controls to restrict access to the Services from any Restricted Jurisdiction, including withholding the ability to withdraw assets 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.

The Services made available to you may be limited depending on the jurisdiction from which you are accessing the Services, and zerohash reserves the right to restrict or terminate the Services made available to you based on your location, including situations where you are located in or move to a jurisdiction that is not a Permitted Jurisdiction or is a Restricted Jurisdiction.

4. How to Open an Account

4.1. Information Required to Open Account

4.1.1. **Personal Information**. For individuals, you acknowledge that zerohash may process personal information and documentation in relation to you and you must provide zerohash with information and documentation ("**Personal Information**") that zerohash requests for the purpose of establishing and verifying your identity and the origin of your Fiat Currency used to engage in Transactions, or as otherwise necessary to perform the Services or meet the obligations contemplated by this User Agreement. zerohash will process the Personal Information in accordance with our Privacy Policy (available in Section 4.4 (*Business and zerohash Privacy Policies*) below). Personal Information may include (i) your name, email address, residential address, phone number, date of birth, investment experience, and financial condition, (ii) documentation, such as copies of your government-issued photo identification (for example, your passport, driver's license, or military identification card), account statements, and other documents as zerohash may require and (iii) certain biometric information such as retina or iris scans, fingerprints, voiceprints, hand scans, facial geometry, and other unique biological information to the extent such information is necessary for authentication or security purposes and zerohash is permitted to process such data under Applicable Law.

4.1.2. **Legal Person Information**. For entities, you acknowledge that zerohash may process personal information and documentation you have provided to zerohash in relation to your employees or other associated individuals and you must provide zerohash with information and documentation ("**Legal Person Information**") that zerohash requests for the purpose of establishing and verifying your information and the origin of your Fiat Currency used to engage in Transactions in your Account, or as otherwise necessary to perform the Services or meet the obligations contemplated by this User Agreement. Legal Person Information may include, but is not limited to, the name, email address, phone number, date of birth, and taxpayer identification number of each of your beneficial owners or controlling persons, in addition to your Employer Identification Number and incorporation documents, letters of good standing, or other corporate information and documentation as applicable and requested by zerohash.

4.2. **Purpose of Collecting Background Information.** zerohash is required to collect Personal Information and/or Legal Person Information (together, "**Background Information**") during the Account opening processed because zerohash is subject to, among other things, the WWFT and the Dutch Sanctions Act 1977 (*Sanctiewet* 1977). Background Information will be retained by zerohash as needed and at its discretion as permitted by Applicable Law and may be made available to any governmental authority or self-regulatory organization upon reasonable request in accordance with Applicable Laws. You must provide zerohash with accurate, current, and complete Background Information (as applicable). zerohash is legally required to retain Background Information collected for the purpose of the WWFT for a period of five (5) years after the business relationship between you and zerohash has ended and (where applicable) for a period of five (5) years after zerohash has submitted an unusual transaction report to the Financial Intelligence Unit – The Netherlands.

When you provide Background Information to zerohash, you acknowledge that zerohash will process this information to verify and authenticate your Background Information and to confirm your identity, in compliance with Applicable Laws. This process may result in a delay in opening your Account, and you will not be authorized to access or use the Services until your identity has been successfully verified and your Account successfully opened. Once your Account has been successfully opened, you are responsible for ensuring that your Background Information remains up to date and you must notify zerohash in a timely manner of any changes to your Background Information. If zerohash has any reason to doubt the accuracy and completeness of the Background Information provided, zerohash may request you to update or provide further information. If you fail to comply with this request, then zerohash may suspend your Account and, if necessary, close your Account. From time to time, zerohash may need to re-verify your Background Information for legal and compliance purposes and such re-verification is required in order for you to continue accessing your Account and using the Services.

YOU UNDERSTAND THAT A CHANGE IN YOUR COUNTRY OF RESIDENCE OR ESTABLISHMENT MAY IMPACT YOUR ELIGIBILITY TO ACCESS YOUR ACCOUNT AND USE THE SERVICES, AND YOU AGREE TO NOTIFY ZERO HASH IN ADVANCE OF ANY CHANGE IN YOUR COUNTRY OF RESIDENCE (OR FOR ENTITIES, YOUR COUNTRY OF FORMATION). PLEASE REFER TO THE LIST OF PERMITTED JURISDICTIONS AND RESTRICTED JURISDICTIONS IN SECTION 3.2 (*WHERE CAN YOU USE YOUR ACCOUNT OR ACCESS THE SERVICES*) ABOVE REGARDING HOW A CHANGE IN YOUR COUNTRY OF RESIDENCE OR FORMATION MAY IMPACT YOUR ACCESS TO YOUR ACCOUNT AND THE SERVICES.

4.3. **Sharing of Background Information with Business and Other Third Parties.** When you open an Account through the Platform, zerohash may provide Business, zerohash Affiliates, and/or an applicable third-party (as discussed below in Section 4.2 (*Purpose of Collecting Background Information*) above) any of your Background Information, and to continue sharing such information, and (including any revised or updated Background Information) with Business, the applicable zerohash Affiliate, and/or the applicable third-party on an ongoing basis until your Account with zerohash is closed (or your Business Account is closed, if applicable), but only to the extent permitted under Applicable Law and in accordance with zerohash' Privacy Policies. zerohash may retain all Account information, including Account activity and Background Information, as required by this User Agreement and Applicable Law for the period of time described in Section *4.2* (*Purpose of Collecting Background Information*) above 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 this Section 4 (*How to Open an Account*) or to otherwise adhere to all Applicable Laws; (iii) zerohash's banks and other financial institutions that it uses or may use to process Fiat Currency in connection with your Transactions; and (iv) the necessary parties in connection with a merger, acquisition, or other business reorganization of zerohash.

4.4. **Business and zerohash Privacy Policies.** Before providing any such Personal Information to zerohash, please refer to the zerohash Privacy Policy here for information about how zerohash collects, uses, and discloses information about you when you use the Services. Further, you acknowledge you have read and understood the Privacy Policy, and, in the case of Personal Information relating to an individual other than yourself, have (or will at the time of disclosure have) provided the individual with a copy of, or directed the individual towards a webpage containing the Privacy Policy (as amended from time to time). If from time-to-time zerohash provides you with a replacement version of the Privacy Policy, you will promptly read that notice and updated Privacy Policy and acknowledge your receipt and understanding of any changes. In the case of Personal Information relating to an individual other than yourself, you will provide updated copies of the Privacy Policy to any individual whose Personal Information you have provided to zerohash.

If you open an Account or otherwise access the Services through the Platform, please refer to the Business' Privacy Policy for information about how Business collects, uses and discloses information about you when you engage with the Platform.

5. How You May Use Your Account

5.1. **Self-Directed Transactions Only.** You may only use your Account to engage in self-directed Transactions (in other words, Transactions that are submitted by you for your personal use and not at the direction or on behalf of any third party). When you submit a Transaction to zerohash, you are: (i) doing so on your own behalf and have not received (and do not expect to receive) any investment advice or recommendations from zerohash or any of its Affiliates; (ii) solely responsible for the Transaction and for entering accurate Transaction instructions; (iii) entering into a legally binding obligation; (iv) appointing zerohash as your agent for the purpose of carrying out your Transaction instructions; and (v) representing and warranting to zerohash that

Business, or anyone acting on behalf of Business, is not your agent with respect to your) Transaction instructions or Crypto Asset and Fiat Currency balances custodied with zerohash (if any). Business, or anyone acting on behalf of Business, is not an agent of zerohash or its Affiliates. zerohash may rely on your instructions placed via the Platform (or through the zerohash System if applicable), and zerohash is not liable for relying on and executing on such instructions. Under no circumstances will your use of the Services be deemed to create a relationship between you and zerohash that includes the provision or tendering of investment advice. The relationship between you and zerohash is limited to the Services and obligations described in this User Agreement. You are solely responsible for the decisions you make when you use the Services, including any investment decisions that you may make.

5.2. **Required Code of Conduct.** When opening an Account or otherwise using the Services, you acknowledge and agree that you have read, understood, and agree to comply at all times with the zerohash Code of Conduct (which is available at the zerohash website here and incorporated in this User Agreement by reference).

5.3. **Prohibited Use of Your Account.** You will not use the Services or your Account to: (i) engage in any fraudulent act or engage or attempt to engage in any scheme to defraud, deceive or trick users of the Platform, Business, zerohash, or their Affiliates; (ii) place any Transaction with no intention to execute; (iii) engage in any disruptive trading or manipulation of the Platform or Services; (iv) make a misstatement of fact to zerohash, Business, or their Affiliates; (v) violate the laws and regulations applicable to Business, zerohash, or their Affiliates; (vi) bring disrepute to zerohash, Business, or their Affiliates in any way; (vii) disclose to any person any Transaction placed by another user; (viii) place any Transaction that has been pre-arranged (or discussed with another Platform user prior to being placed) for the purpose of creating an artificial price, fictitious trade, or other disruptive, fraudulent, noncompetitive, or unfair impact on the Platform or Services; (ix) place or accept Transaction at the same price, where you or any related party knows that the purpose of the Transactions are to artificially create the appearance of activity (transactions commonly known as “wash trades”); (x) prearrange the execution of Transactions for the purpose of passing money between Business Accounts or zerohash Accounts; (xi) enter into Transactions for the purpose of assisting another person to engage in Transactions that are in violation of this User Agreement or any Applicable Laws; (xii) take a position based upon non-public information regarding an impending Transaction by another user of the Platform; (xiii) engage in any trading, practice, or conduct that demonstrates intentional or reckless disregard for the orderly execution of Transactions or involves “spoofing” (i.e., bidding or offering with the intent to cancel the bid or offer before execution); (xiv) place any Transaction using borrowed funds or loans of any kind, including long or short term loans; (xv) engage in any conduct that threatens, harasses, coerces, intimidates, or otherwise attempts to improperly influence another user or any other person, including Business, zerohash, and their Affiliates; (xvi) purchase or transfer any Crypto Assets (including, but not limited to, NFTs) that are illegal to own, contain any illegal or infringing content, have been used in illegal transactions or was derived from illicit means, or otherwise violates or risks violating any Applicable Laws; (xvii) if you are a Legal Person, engage in any of the restricted businesses, activities, or practices listed on the zerohash website here, which is incorporated in this User Agreement by reference; or (xviii) engage in any Transactions using Fiat Currency or Crypto Assets that are not owned by you or that are the direct or indirect proceeds of any criminal or fraudulent activity.

5.4. **How zerohash Monitors the Activity in Your Account.** As part of the zerohash AML Program, zerohash may 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 pursuant to zerohash's internal policies and procedures (including to prevent fraudulent use of the Services or market manipulation practices). zerohash may require you at any time to provide zerohash with additional Background Information, or any other information reasonably requested, as a condition to your continued access to and use of your Account and the Services. During such time, your access to and use of your Account and the Services may be temporarily restricted.

6. **How Your Account is Managed**.

6.1. **Account Access.** You will be able to access your Account through the Platform using the method provided by Business (which may include using a multi-factor authentication (MFA) method or login credentials such as a username and password required to access your Business Account, if applicable). You may only access your Account using the access method available at the Platform (or the zerohash System, if applicable). You must not share your access method 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 other actions provided or taken by anyone who has accessed your Account regardless of whether the access was authorized or unauthorized.

6.2. **Account Maintenance.** You are required to keep the Background Information associated with your Account ("**Account Profile**") updated at all times, and you agree to update your Account Profile immediately upon any changes to Background Information that you previously provided.

6.3. **Account Security.** You are solely responsible for managing and maintaining the security of your access method, and to the extent permitted by Applicable Law, zerohash is not responsible for any unauthorized access to your Account or use of your access method ("**Unauthorized Access**"). You are solely responsible for all activities that take place in your Account and all Transactions entered into through your Account as a result of any Unauthorized Access ("**Unauthorized Activity**"). zerohash is always entitled to assume that you are the Individual or Legal Person logging into your Account. You must notify zerohash as soon as you become aware of or suspect any Unauthorized Access by emailing support@zerohash.com.

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

6.4. **Potentially Fraudulent Activity.** zerohash maintains an Anti-Fraud Policy (which can be found on the zerohash website here and is incorporated in this User Agreement by reference) designed to detect and prevent fraud and to identify and assess fraud-related risk areas. In furtherance of the Anti-Fraud Policy, zerohash may monitor your Account. Any actual or suspected

Unauthorized Access and/or Unauthorized Activity will be treated by zerohash as potentially fraudulent ("**Potentially Fraudulent Activity**"). You must notify zerohash as soon as possible if you become aware of or suspect any Potentially Fraudulent Activity by emailing support@zerohash.com. For the avoidance of doubt, you are deemed to be aware of Potentially Fraudulent Activity upon receipt of any notice of the occurrence of such activity. Upon receipt of written notice via email to support@zerohash.com from you of any Potentially Fraudulent Activity, zerohash and Business will take reasonable and timely steps as they deem necessary to protect your Account, including, for example, by temporarily restricting access to your Account, suspending any pending Transactions, and/or requiring you to change your Access Method (such as changing your password).

You must also promptly report any Potentially Fraudulent Activity to legal authorities and provide zerohash a copy of any report prepared by such legal authorities by sending the report to support@zerohash.com, unless sending the report would contravene any Applicable Laws. In the event of an investigation of any Potentially Fraudulent Activity by zerohash and/or a legal authority, you must: (i) cooperate fully with the legal authorities and zerohash in such investigation; (ii) complete any required affidavits promptly, accurately, and thoroughly; and (iii) allow zerohash, or any third-party designated by zerohash, acting reasonably, to access your mobile device, computer, and/or network as may be relevant to such investigation. Any failure to cooperate in any such investigation may cause delays in regaining access to your Account and any Fiat Currency or Crypto Asset balances represented in your Account.

7. When and How your Account May be Closed and/or Suspended

7.1. **How You Can Close Your Account.** You may close your Account at any time and for any reason unless zerohash believes, at its sole discretion, that such action is being performed in an effort to evade an investigation. Closing an Account will not affect any rights or obligations incurred prior to the date of closure in accordance with this User Agreement. Prior to closing your Account, you must liquidate (either sell or withdraw to an External Wallet) any Crypto Asset balances reflected in your Account. If the Crypto Assets are liquidated by selling them, then the Fiat Currency proceeds from the sale will be transferred to you in accordance with Section 8.4 (*How to Pay and Receive Payment for Your Transactions*) below). If you contact zerohash and request that zerohash close your Account, this instruction will not be interpreted as an instruction to liquidate the Crypto Assets in your Account. Instructions to liquidate must be placed through the Platform (or through the zerohash System, if applicable) and such instructions are solely your responsibility.

7.2. **When zerohash Can Suspend Access to or Close Your Account.**

7.2.1. For Legal & Risk Purposes. When you use the Services, zerohash has the right to immediately (at its sole discretion) and at any time modify or discontinue, temporarily or permanently, any portion or feature of the Services provided to you if required to pursuant to zerohash's AML Program and other internal policies, this User Agreement, or under Applicable Law, including, but not limited to, if:

(a) zerohash suspects, at its sole discretion, you to be in material violation of any provision of this User Agreement, the zerohash AML Program, or any Applicable Laws or

regulations (including, but not limited to, the WWFT), or that you present a risk to zerohash, reputational or otherwise;

(b) zerohash is required to do so by law (including the WWFT) or any court or authority or regulator to which zerohash is subject in any jurisdiction;

(c) zerohash suspects any suspicious or Unauthorized Activity or any actual or attempted Unauthorized Access to your Account or Access Method;

(d) your Business Account (if applicable) has been suspended or terminated or you no longer have access to the Platform; and

(e) you are not or no longer eligible to use one or more of the Services (as discussed in Section 3 (Eligibility to Open an Account and Use the Services) above;

In such an event, zerohash may take whatever action zerohash deems reasonably necessary, in each case with immediate effect, without prior written notice and for any reason, including, but not limited to:

(i) suspending, restricting, or closing your Account and/or freezing any Crypto Asset or Fiat Currency balances reflected in your Account;

(ii) refusing to complete or blocking, canceling, or, where permitted under Applicable Law, reversing any Transaction you have authorized;

(iii) terminating, suspending, closing, holding, or restricting your access to any part or all of your Account; and

(iv) refusing to transmit any information or instructions to third parties (including but not limited to third-party wallet operators).

The list of examples set out above is a non-exhaustive list of examples when zerohash may need to suspend or close your Account and zerohash's decision to take certain actions and may be based on confidential information that is essential to zerohash's risk management and security protocols. zerohash is under no obligation to disclose the details of its risk management and security procedures to you.

If your Account has been suspended or closed by zerohash, you will be notified when you attempt to access your Account or use the Services. zerohash may, at its sole discretion and as permitted by Applicable Law, provide written notice to you that your Account has been suspended or closed.

If Zero hash closes your Account, unless prohibited by Applicable Law, zerohash may, at its sole discretion, liquidate any remaining Crypto Asset balances reflected in your Account by selling any such remaining Crypto Assets at the prevailing market price(s), and transfer the Fiat Currency proceeds from the sale to you in accordance with Section 8.4 (*How to Pay and Receive Payment for Your Transactions*) below).

7.2.2. For Commercial Purposes. zerohash has the right to (at its sole discretion) modify or discontinue, temporarily or permanently, any portion or feature of the Services provided to you if:

(a) zerohash or Business suspend, terminate, or otherwise end their relationship to provide the applicable Services or in the applicable jurisdiction;

(b) necessary to enhance the Services; or

(c) zerohash determines that continuing such Service is not in its commercial interests.

You will be notified in advance (either by Business or zerohash) if access to your Account will be temporarily suspended or if any material modification to the Services occurs.

If the Services are permanently suspended or discontinued, then zerohash will provide you with at least thirty (30) days' notice of such suspension or discontinuation. If the suspension or discontinuation requires your Account to be closed, then zerohash and/or Business will work with you to liquidate or transfer any Crypto Asset and/or Fiat Currency balances in your Account out of zerohash. If your Account is closed and you do not take any action to liquidate or transfer your Crypto Assets out of your Account by the deadline as communicated to you with reasonable advance notice, then unless prohibited by Applicable Law, zerohash may, at its sole discretion, liquidate any remaining Crypto Asset balances reflected in your Account by selling any such remaining Crypto Assets at the prevailing market price(s), and transfer the Fiat Currency proceeds from the sale to you in accordance with Section 8.4 (*How to Pay and Receive Payment for Your Transactions*) below).

7.3. **Death of an Individual Account Holder.** In the case of Individuals that have opened an Account, if zerohash receives legal documentation confirming your death or other information leading zerohash to reasonably conclude that you have died, then zerohash will suspend your Account. When your Account is suspended, your Account will be frozen and no activity of any kind will occur in your Account until one of the following options occurs:

(i) your designated fiduciary has opened a new account with zerohash, providing the Background Information required under this User Agreement and instructs zerohash to transfer the entirety of your Account balances to such new account;

(ii) zerohash is required by court order or Applicable Law to transfer the property held in your Account to a third-party (such as your designated fiduciary) and out of zerohash's control; ***or***

(iii) zerohash has received reasonably satisfactory proof (as determined by zerohash in its sole discretion) that you have not died.

If zerohash has reason to believe you may have died but zerohash does not have proof of your death in a form satisfactory to zerohash, you authorize zerohash to make inquiries, whether directly by zerohash or through third parties, that zerohash considers necessary to ascertain

whether you have died. Upon receipt by zerohash of proof satisfactory to zerohash that you have died, then: (1) the fiduciary you have designated in a valid will or similar testamentary document will be required to open a new zerohash account, either through the Platform or directly the zerohash System, as applicable; or (2) zerohash will follow the instructions it receives pursuant to a legally binding order or other legal requirement to transfer the property in your Account to a third-party and out of zerohash's control. If you have not designated a fiduciary, then zerohash reserves the right to: (a) treat as your fiduciary any person entitled to inherit your Account, as determined by zerohash upon receipt and review of the documentation zerohash, in its sole discretion, deems necessary or appropriate, including (but not limited to) a will, a living trust or a small estate affidavit; or (b) require an order designating a fiduciary from a court having competent jurisdiction over your estate.

In the event zerohash determines, in its sole discretion, that there is uncertainty regarding the validity of the fiduciary designation, zerohash reserves the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Account.

7.4. **Unclaimed or Abandoned Property.** If zerohash is holding Crypto Assets in your Account and zerohash is unable to contact you and has no record of your use of the Services for two (2) or more years, Applicable Law may require zerohash to report such Crypto Assets as unclaimed property within the applicable jurisdiction. If this occurs, zerohash will try to locate you at the address shown in zerohash's records, but if zerohash is unable to locate you, it may be required to deliver any such Crypto Assets to the applicable governmental authority with jurisdiction as unclaimed property. When zerohash transfers the unclaimed property outside of zerohash's control to the appropriate authority, your Account will be closed.

8. How to Engage in Transactions

8.1. **Who You are Engaging in Transactions With.** The party you engage with during a Transaction via the Platform may depend on the type of Transaction. For example, when you engage in a Buy/Sell Transaction, or Deposit Transaction, you are requesting to buy, sell, or deposit Crypto Assets with zerohash. For P2P Transactions, you are requesting to transfer or receive Crypto Assets to or from other fully onboarded users of zerohash and the Platform. For Withdrawal Transactions, you are requesting to transfer Crypto Assets held at zerohash to an External Wallet controlled by you or a third party, which is outside of zerohash's control. Regardless of the type of Transaction you engage in, zerohash will always facilitate the Transaction (in other words, zerohash will always settle the Transaction as described in more detail in Section 1.i (Settlement Services) above). zerohash engages in or facilitates Transactions for profit and may, at its sole discretion, use various parties that quote buy, sell prices in Crypto Assets held in their own inventory ("**Liquidity Provider**") to source Crypto Assets for zerohash Buy/Sell Transactions in order to execute and settle such Transactions. However, when taking out the RFQ service, zerohash will always be your counterparty.

8.2. **Which Crypto Assets are Supported by zerohash.** You may only engage in Transactions with Crypto Assets that are supported by zerohash and made available to you by the Business. zerohash supported Crypto Assets are available here. zerohash may cease support for a Crypto Asset at any time and for any reason at its sole discretion. For example, this may occur when

there are changes to a Crypto Asset's characteristics or due to a change in the Crypto Asset's regulatory classification. If zerohash ceases support for any Crypto Asset, zerohash will strive to notify you in advance, to the extent reasonably possible, to give you time to transfer, sell, and/or withdraw the Crypto Assets reflected in your Account. In the event that your Account still contains any Crypto Asset that zerohash stopped supporting after the time for you to liquidate the Crypto Assets has expired, then zerohash may liquidate the remaining Crypto Assets at the prevailing market prices and transfer the Fiat Currency proceeds from the sale to you in accordance with Section 8.4 (*How to Pay and Receive Payment for Your Transactions*) below).

8.3. **How to Engage in a Transaction.** Transactions are placed via the Platform through your Account. You may only enter into Transactions as permitted by both zerohash and the Platform. When you engage in a Transaction, you are agreeing to the terms and conditions of the Transaction (including any fees) as displayed to you via the Platform. Please note that the date or time when you initiate the Transaction may differ from the date or time that your Account is debited or credited (due to the delay in time that it takes zerohash to receive the Fiat Currency or Crypto Assets to complete the Transaction).

All Transactions via the Platform are deemed final when you accept the price (including any applicable fees) as quoted and disclosed to you by zerohash through the Platform, regardless of the type of Transaction, unless either of the following conditions applies: (i) zerohash is required to cancel by any applicable law or regulation, or (ii) due to a serious technical error, placed Transactions do not occur as specified in zerohash's Operating Rules, in which case zerohash will make all reasonable efforts to restore you to the position you would have been in had the error not occurred.

All Transactions submitted by you will be executed in reliance on your promise that an actual purchase, sale, transfer, deposit, or withdrawal is intended, and zerohash requires full payment at the time a Transaction is submitted in order for zerohash to completely settle the Transaction. zerohash does not guarantee that a Transaction you place will be executed and reserves the right to refuse an instruction by you to place a Transaction or to cancel any Transaction or part of a Transaction for any reason, including, but not limited to, in the following events: (i) if such Transaction was placed during a scheduled or unscheduled downtime of zerohash; (ii) if zerohash suspects or determines that you violated the terms of this User Agreement; (iii) the Transaction is non-marketable (in other words, zerohash cannot find a willing buyer or seller); (iv) zerohash suspects that there is any occurrence of money laundering, terrorist financing, fraud or any other crime in connection with you; (v) one of zerohash's Liquidity Providers is unavailable; (vi) zerohash has good reason to suspect that your instruction was for illegal purposes or that your instruction could badly affect the reputation or goodwill of zerohash or its Affiliates; or (vii) or any other reason for which zerohash, at its sole discretion, believes it needs to do so. If zerohash cancels a Transaction or refuses an instruction for a Transaction, zerohash will not be responsible for any losses you suffer as a result.

zerohash does not offer the ability to set up pre-authorized, automatic, or recurring Transactions. Where the Business offers you a recurring Buy/Sell Transaction feature such feature is under the exclusive control of Business. zerohash does not have the ability to set up or cancel recurring Buy/Sell Transactions.

zerohash does NOT offer the ability for you to use Fiat Currency or Crypto Assets held in your Account as collateral for your Transactions. In other words, if you do not have sufficient funds in your account to pay for your Transactions, zerohash will not accept or settle your Transactions.

8.4. **How to Pay and Receive Payment for Your Transactions.** When you submit a Transaction through the Platform and the Transaction has been executed, you will be required to pay for the Transaction via the method authorized by Business through the Platform (or zerohash System, if applicable) and disclosed to you prior to entering into the Transaction.

While Business decides which method of payment supported by zerohash may be used to pay for your Transactions, zerohash only authorizes the payment of: (i) Buy/Sell Transactions using Fiat Currency maintained in your Business Account, credit/debit cards, bank wire, or other method approved by zerohash and disclosed to you in the Platform, as the case may be; and (ii) P2P Transactions, and Withdrawal Transactions using the Crypto Assets available in your Account. You are responsible for the full amount owed for your Transactions. Any proceeds from the sale of Crypto Assets will be returned to your Business Account or zerohash Account, or another account previously communicated to and approved by zerohash (such as an external bank or other financial account owned by you), as the case may be.

If Business allows you to connect a bank account with your Business Account, or otherwise fund a bank account managed by Business and connected your Business Account (in other words, if you are able to log into a Business Account on the Platform and deposit Fiat Currency into this account), and you are paying for a Transaction using the Fiat Currency available in your Business Account, then you acknowledge and agree that: (1) when you submit a Transaction to zerohash, you are authorizing and instructing zerohash to instruct the bank or other financial institution that custodies the Fiat Currency held in your Business Account (the "**Custody Firm**") to transfer the Fiat Currency required to pay for the Transaction from your Business Account to zerohash; (2) your Account is provided by zerohash and is separate from your Business Account; (3) zerohash is not under the control of Business or Custody Firm; (4) your zerohash Account is outside of Business's possession and control, and that Business does not have the ability to monitor or recall the Fiat Currency after such Fiat Currency has been wired or transferred to zerohash; and (5) Crypto Assets in your zerohash Account are not held at Business or Custody Firm and that Business and Custody Firm only take instructions regarding transferring Fiat Currency as described in the Platform Agreement between you and Business.

Regardless of the method use you to pay for your Transactions, upon transfer from your Business Account or any other bank or financial account where you hold Fiat Currency to zerohash to pay for a Transaction, the Fiat Currency will not be provided protection under the DICS, nor will it be provided protection under the DDGS. **NEITHER ZEROHASH OR ANY OF ITS AFFILIATES ARE DDGS-INSURED BANKS OR DICS-PARTICIPANT INVESTMENT FIRMS. ACCORDINGLY, YOUR CRYPTO ASSETS ARE ALSO NOT PROTECTED UNDER THE DICS OR THE DDGS AND MAY LOSE VALUE.**

FOR AVOIDANCE OF DOUBT, NO ZEROHASH STABLECOIN IS ITSELF A DEPOSIT, AND NO ZEROHASH STABLECOIN IS INSURED BY THE DICS, DDGS, OR ANY OTHER GOVERNMENTAL AGENCY, EVEN THOUGH THE FIAT CURRENCY RESERVES BACKING A ZEROHASH STABLECOIN MAY BE HELD AT A DDGS-INSURED BANK AS DESCRIBED IN SECTION 8.14 (*ZEROHASH STABLECOINS*) BELOW. SUCH DDGS INSURANCE, WHERE AVAILABLE, PROTECTS ONLY AGAINST

THE FAILURE OF THE INSURED BANK HOLDING THOSE RESERVES, UP TO APPLICABLE DDGS LIMITS, AND DOES NOT PROTECT YOU AGAINST THE INSOLVENCY OF ZEROHASH OR A DECLINE IN THE VALUE OF A ZEROHASH STABLECOIN.

8.5. **Transaction Limits.** Your use of the Services may be subject to a limit on volume (in terms of both Fiat Currency and Crypto Asset) that you may transact in a given time period. Such limits may vary, at zerohash's sole discretion, depending on a variety of factors, and zerohash may apply higher limits to certain Account holders at zerohash's discretion. Any Transaction limits or basis for triggering a Transaction limit is the confidential and proprietary information of zerohash and may not be shared with you or disseminated to any third-party for any reason without zerohash's express written consent.

8.6. **Transaction Receipt.** When your Transaction is fully executed and complete, zerohash, or Business on behalf of zerohash, will send you a Transaction receipt ("**Receipt**") through the Platform or to your email address associated with your Account. Receipts will contain any information that zerohash may elect to include at its sole discretion or as required by Applicable Law, which will include, at a minimum: (i) the name and contact information of zerohash to answer questions and register complaints; (ii) the type, value, date, and precise time of the Transaction; (iii) any fees charged; (iv) the exchange rate, if applicable; (v) a statement of the liability of zerohash for non-delivery or delayed delivery; (vi) a statement of the refund policy of zerohash; and (vii) any additional information required by Applicable Law. A record of your Transactions ("**Transaction History**") covering at least Transactions conducted during the preceding twelve (12) months may be available to you through the Platform and such Transaction History record may be made available to you upon a valid and verifiable request to support@zerohash.com. zerohash maintains records of all Transactions for a period of five (5) years or as otherwise required by Applicable Law.

8.7. **Sufficient Funds.** zerohash does not provide any loans or credit to you. You are required to always maintain sufficient Crypto Assets and Fiat Funds balance in your account(s) to pay for Transactions. If you fail to maintain sufficient Crypto Asset or Fiat Currency balance in your account(s) at the time a Transaction must be executed, the Transaction will not be executed. You will be notified if zerohash was not able to execute your Transaction.

8.8. **Transaction Cancellations.** Transactions cannot be canceled by you after they are completed. By using the Services, you acknowledge you are aware that the Services provided by zerohash include the purchase and sale of Crypto Assets for which the price is dependent on exchange rate and price fluctuations in the financial market which are not (or cannot be) controlled by zerohash and which may occur within a certain waiting period. As a consequence, the right of withdrawal (in Dutch: *herroepingsrecht*) for consumers does not apply to the Services.

zerohash may at its sole discretion delay settlement or cancel, in whole or part, any Transaction in the case of extraordinary market events, including but not limited to: (i) any legal or regulatory enactment, change, or declaration; (ii) the intervention of a public authority; (iii) a natural disaster; (iv) an act of war, strike, blockade, boycott or lockout; (v) a Force Majeure Event (defined in Section 15.1 (*Limitation on zerohash's Liability*) below); or (vi) highly volatile trading periods that result in unclear or unreliable pricing data, which zerohash determines, in its sole discretion, has prevented or may prevent it from performing its obligations, in whole or in part,

under this User Agreement, as well as in the event that any counterparty to a Transaction, including ZHLS, fails to timely deliver to zerohash sufficient Crypto Assets or Fiat Currency to fulfill and/or settle any Transactions placed by you through the Platform (or the zerohash System, if applicable). zerohash will not be responsible for any hypothetical or alleged losses resulting from any delayed or canceled Transaction.

8.9. **Actual or Suspected Transaction Errors.** You are solely responsible for reviewing your Receipts for accuracy and for monitoring your Transaction History for any errors (or any Potentially Fraudulent Activity, as outlined in Section 6.4 (*Potentially Fraudulent Activity*) above). If you have not received a Receipt or a Transaction cancellation notice, or you suspect any Potentially Fraudulent Activity, you are responsible for notifying zerohash via email at support@zerohash.com within twenty-four (24) hours of the Transaction. zerohash reserves the right, but has no obligation to, declare null and void a Transaction that zerohash considers to be erroneous (each, an "**Erroneous Transaction**"), and zerohash will not be held liable if it exercises this right. You are responsible for ensuring that the correct information, appropriate price, and Transaction type is submitted when you engage in a Transaction. A simple assertion by you that a mistake was made when entering into a Transaction, or that you failed to pay attention to or update the Transaction details, will not be sufficient to establish the Transaction as an Erroneous Transaction. If zerohash determines that a given Transaction is an Erroneous Transaction, zerohash may, at its sole discretion, declare the Transaction null and void, in whole and in part, even if you do not agree to cancel or modify the Transaction, in which case you will return the Crypto Assets or Fiat Currency received in the Erroneous Transaction.

8.10. **Platform or zerohash System Downtime.** zerohash 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 zerohash's control, and some which may require or result in scheduled maintenance or unscheduled downtime of the Services (collectively, "**Downtime**"). Part or all of the Services may be unavailable during any such period of Downtime, and zerohash 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 Crypto Assets may differ significantly from the prices prior to such Downtime.

8.11. **Misdirected Asset Recovery Procedure.** If you send zerohash , whether intentionally or unintentionally, an unsupported Crypto Asset or a supported Crypto Asset on the wrong network or blockchain (each a "**Misdirected Asset**"), then you must submit an asset recovery request to Business (each an "**Asset Recovery Request**") who will then communicate the Asset Recovery Request to zerohash. zerohash will use commercially reasonable efforts to locate and recover a Misdirected Asset, but makes no guarantee as to the recoverability of any Misdirected Asset. If zerohash locates and determines, in its sole discretion, that a Misdirected Asset is recoverable, then zerohash will communicate to you and/or Business the steps required to recover the Misdirected Asset. Business' or your failure to cooperate with zerohash in the recovery process provided by zerohash may result in a delayed recovery of the Misdirected Asset or no recovery at all, and zerohash will in no event be liable to you or Business for any loss, damage or claim arising out of or in connection with the unrecovered Misdirected Asset. zerohash may charge you a fee for each Asset Recovery Request for recovering a Misdirected Asset, which will be

disclosed to you prior to you engaging in any Transactions in accordance with Section 8.2 (*Transaction Fees*) above.

8.12. **Your Potential Taxes Obligations.** zerohash and its Affiliates do not provide tax or legal advice and the Services do not constitute any tax or legal advice from zerohash. zerohash may report Transactions and the proceeds from Crypto Asset sales to the applicable taxing authority to the extent and manner required by Applicable Law. You will be liable for reporting and paying all taxes relating to your investments and other activity related to this User Agreement, and any Transactions that may occur in your Account. Unless required to do so by a tax authority with competent jurisdiction over zerohash, zerohash will not file or report any tax forms or taxable transactions on your behalf. zerohash may withhold (or cause to be withheld) the amount of any tax which may be required by Applicable Law to be withheld by zerohash. You should conduct your own due diligence and consult your advisors before engaging in any Transactions under this User Agreement.

8.13. **Robo Trading.** "Robo," "algorithmic," "bot," or "automated" trading ("**Robo Trading**") is when a customer uses an automated buying and selling feature (e.g., an AI bot, algorithm, or another programmatic or automated tool or product) (a "**Robo Trader**") that automatically engages and executes Transactions on the customer's behalf with limited or no input from the human customer. If Business permits you to engage in Robo Trading using a Robo Trader on or through the Platform (or you otherwise use a Robo Trader to engage in Robo Trading at any point) using, or in connection with your use of, the zerohash Services (i.e., you permit a Robo Trader to execute Digital Asset Transactions on your behalf), then you acknowledge and agree to the terms, conditions, and disclosures of this Section 8.13.

The terms and conditions of any Robo Trading program administered by Business on the Platform (the "**Robo Trading Program**") is exclusively controlled by Business, not zerohash. By either enrolling in Business's Robo Trading Program and/or using a Robo Trader of any kind through any connection made available to you by Business (including any API connectivity made available to you by Business) to place a Robo Trading instruction through your Account, you are authorizing and instructing zerohash to execute all such Transactions placed by the Robo Trader on your behalf. zerohash may place and execute such Transactions upon receipt of the Robo Trading instructions without any further consent, prior notice, or approval from you. We may also open and close positions, set limits, and perform all other actions necessary to carry out the Robo Trading service pursuant to the instructions we receive from Business or the Robo Trader and Business's Robo Trading Program terms. We may limit or otherwise suspend your Account if your use of any Robo Trader places any technical strain or burden on our systems as determined by us in our sole discretion. We further may be unable to execute or place certain Robo Trading Transactions due to restrictions under Applicable Law or if we or Business set a minimum or maximum limit that was not met by you or otherwise available in your Account. zerohash does not have the ability to turn off, cancel, or otherwise stop a Robo Trading Transaction from being submitted to zerohash for execution. If you wish to turn off, cancel, or otherwise stop Robo Trading Transactions from being submitted to zerohash then you must contact Business as soon as possible to turn off this feature. Transactions that are submitted to zerohash cannot be cancelled, reversed, or refunded unless expressly stated otherwise in this Agreement.

You acknowledge and agree that: (1) zerohash's placement and execution of Robo Trading Transactions shall not amount to any form of investment, portfolio, or asset management by

zerohash; (2) Robo Trading in your Account is not personalized investment recommendations, investment advice, tax related advice, or other financial advice of any kind by zerohash; (3) zerohash has no discretion when placing your Robo Trading Transactions and will only follow the instructions received by the Robo Trader and Business; (4) any information provided by us to you with respect to the Robo Trading in your Account (whether through the zerohash System or otherwise) is solely for informational purposes; and (5) zerohash does not represent or guarantee the performance of any strategy or investment that you choose to set with your Robo Trader or that your Robo Trader sets on your behalf.

zerohash and its Affiliates do not endorse, promote, or encourage any user of the zerohash Services to use Robo Traders or otherwise engage in Robo Trading. Your use of a Robo Trader in connection with your Account and the Services is done at your own risk. By using a Robo Trader or otherwise engaging in Robo Trading you assume all risks and liability that may arise from such activity.

You acknowledge and agree that you shall be liable to zerohash and its Affiliates for any breach of this Agreement by your Robo Trader or your Robo Trading Activity (including, but not limited to, Section 5.3 (Prohibited Use of Your Account)).

In making a decision to engage in Robo Trading you should consider your financial situation, including your financial commitments.

You should understand that Robo Trading is highly speculative and that you could sustain significant losses.

You should in particular be aware of the following risks associated with Robo Trading: (a) Robo Trading involves automated trading execution whereby trades are opened and closed in your Account without your manual intervention and further instructions from you; (b) if you manually modify or close a Transaction generated by the Robo Trader, you may achieve a materially different result than the original trade set by the Robo Trader; (c) Robo Trading Transactions in amounts lower than the minimum trade limit or higher than the maximum trade limit (as specified on the Platform, if applicable) may not be executed; (d) the time between you enabling Robo Trading and/or setting a particular strategy with a Robo Trader may differ between the time the Robo Trader actually submits a Transaction and therefore the Robo Trading Transactions received by zerohash may be executed at the best available price at the time the Transaction is submitted by the Robo Trader and not at the price at the time you enabled Robo Trading and/or set the particular strategy with the Robo Trader; and (e) Robo Traders may set their own strategies, change strategies from the original strategy that you set, experience programmatic errors, stop working altogether, and/or react differently than you would to market changes, and therefore Transactions submitted by Robo Traders may differ significantly from your intended trading strategy, how you would otherwise react to a market change, or fail to submit Transactions at all, which may cause you to incur significant losses and/or lose out on trades that otherwise would have been submitted if the Robo Trader was functioning properly.

In addition to the limitations on liability set forth in this Agreement and to the extent permitted by Applicable Law, we will not be liable to you for: (i) any actions or inactions we take in order to carry out your Robo Trader's instructions in relation to a Robo Trading Transaction; (ii) the performance of the zerohash System in the execution of Robo Trade Transactions, including any delays in execution of such trades; (iii) any API or other connectivity made available to you by

Business; or (iv) any decisions or actions taken by a Robo Trader on your behalf or otherwise through your Account.

8.14. **zerohash Stablecoins.** If you hold, receive, transfer, purchase, sell, mint, burn, or otherwise come into possession of a zerohash Stablecoin at any time, **then you expressly acknowledge and agree that you have read, understand, and accept the zerohash Stablecoin Terms and Conditions available here, which may be updated from time to time without prior notice to you**.

9. **How Your Crypto Assets are Custodied by zerohash.**

9.1. **Your Crypto Assets will be Held in Omnibus Hosted Wallets.** By opening an Account and using the Services, you expressly authorize zerohash to act as custodian of any Crypto Assets that you obtain from Transactions or deposit to your Account. Such Crypto Assets will be tracked and stored, on your behalf, by zerohash in one or more omnibus Hosted Wallets held by the Foundation (in other words, in one Crypto Asset shared blockchain address or wallet that simultaneously holds the Crypto Asset balances of all zerohash customers, as opposed to a separate wallet that just holds your Crypto Asset balances), in accordance with the zerohash Custody Policy, an outline of which is available here and is incorporated in this User Agreement by reference. The Foundation acts as zerohash's appointed custodian of Crypto Assets and any Fiat Funds held and/or received by you. The Foundation does not have any commercial activities. The Foundation safeguards your Crypto Assets and/or Fiat Funds in case of bankruptcy of zerohash against claims from its creditors. You have a claim to the Crypto Assets and/or Fiat Funds held by the Foundation. zerohash may appoint one or more sub-custodians from time to time to sub-custody your Crypto Assets as disclosed to you in the zerohash Custody Policy. Any such sub-custodian is authorized to provide Crypto Asset custody and administration services under MiCA. zerohash remains ultimately responsible to you for the custody and sub-custody of the Crypto Assets and/or Fiat Funds held for you. A "**Hosted Wallet**" is defined as any software, application, service, device or tangible object that is used to record and store the alphanumeric character string that is required to transfer any Crypto Asset (each a "**Private Key**"). As used in this User Agreement, "**your Hosted Wallet**" means the portion of any Crypto Assets in the Hosted Wallet attributable to the Crypto Assets you own as reflected in your Account. Other than assets held by ZHLS in its capacity as Settlement Provider in the Foundation as set out Clause 1(1.1)i, Crypto Assets owned by zerohash and its Affiliates will be held in segregated blockchain addresses and will not be commingled with your Crypto Assets. zerohash has no obligation to create segregated blockchain addresses or wallets for your Crypto Assets. You only have ownership of and rights to those Crypto Assets represented in your Account balance. If applicable to the Platform's services, you may be able to view the balance of the Crypto Assets in your Account and stored in the Hosted Wallets through the Platform (or if you have direct access to the zerohash System, then you may view the balances directly through the zerohash System). You are solely responsible for reviewing your Account balance for accuracy and for notifying us of any suspected errors via email at support@zerohash.com within twenty-four (24) hours of the time any such error was identified.

9.2. **How zerohash Manages the Private Keys to the Hosted Wallets.** zerohash securely stores the Private Keys to the Hosted Wallets, which are used to process Crypto Asset Transactions, in a combination of online omnibus Hosted Wallets, which includes those that are connected to the Internet or other network or that are operating on a device that is connected to the Internet or other network ("**Hot Storage**") and offline omnibus Hosted Wallets, which include those that are

not connected to the Internet or other network or that are operating on a device that is not connected to the Internet or other network ("**Cold Storage**"). zerohash will use both Hot Storage and Cold Storage to store the Private Keys for Crypto Assets you obtain from Transactions and deposits, which Private Key will at all times held by zerohash on your behalf. At no time will Business, or any agents acting on behalf of Business, have access to the Private Keys (or any portion of the Private Keys) or any other credentials required to access any Hot Storage or Cold Storage maintained by zerohash, your Account, or the Crypto Asset or Fiat Currency balances held in your Account. The types of wallets used and the manner and means of their use will be determined at zerohash's discretion based on its then-current practices and procedures.

9.3. **Custody and Ownership of Your Crypto Assets**. Unless otherwise stated in this User Agreement, all Crypto Assets obtained by you from Transactions or deposits are custodial assets held by the Foundation for your benefit. Ownership of your Crypto Assets will at all times remain with you and will not transfer to zerohash. The blockchain address used by zerohash to hold any of your Crypto Assets and the related Private Keys is not an indication of individual ownership of such Crypto Assets. All interests in Crypto Assets that zerohash holds in Hosted Wallets are held for customers, are not property of zerohash, and are not subject to claims of zerohash's creditors. As the owner of Crypto Assets in your Account, you will bear all risk of loss of any such Crypto Assets due to price fluctuations or market value of the Crypto Assets. zerohash will have no liability for fluctuations in the Fiat Currency value of the Crypto Assets owned by you as reflected in your Account and stored in the Hosted Wallets. None of the Crypto Assets reflected in your Account are the property of, or shall or may be loaned to, zerohash. zerohash does not represent or treat your Crypto Assets as belonging to zerohash and zerohash may not grant a security interest in your Crypto Assets. Except as required by law, or except as provided otherwise in this User Agreement, zerohash will not sell, transfer, loan, hypothecate, or otherwise alienate your Crypto Assets unless instructed by you. You control the Crypto Assets reflected in your Account held in the Hosted Wallets. At any time, subject to outages, downtime, and other applicable policies, you may either, as permitted by the Platform, sell any or all of your Crypto Assets and withdraw the proceeds away from zerohash or withdraw your Crypto Assets from zerohash by sending the Crypto Assets to an External Wallet controlled by you or a third party.

9.4. **zerohash May Use Sub-Custodians to Custody your Crypto Assets.** zerohash may partner with a third-party, including a zerohash Affiliate, that is properly licensed and regulated to act as a Crypto Asset custodian to offer sub-custodial services (a "**Sub-Custodian**"). In the case that some or all of your Crypto Assets are held by a Sub-Custodian, the Sub-Custodian and not zerohash shall be the custodian of those Crypto Assets. zerohash remains ultimately responsible to you for the custody of the Crypto Assets. You will be able to track your Crypto Asset balances held with any Sub-Custodian in your Account either directly through the Platform or by contacting zerohash at support@zerohash.com.

9.5. **Lack of Insurance Coverage.** Crypto Assets held at zerohash or a Sub-Custodian on your behalf are NOT insured by the DDGS or DICS or any private insurance policies held by zerohash or any applicable Sub-Custodian. You are solely responsible for maintaining insurance policies for Crypto Assets stored by zerohash on your behalf. zerohash does not make any promises or warranties with respect to any insurance policies carried by zerohash or the applicable Sub-Custodian, and you will not be able to make any claims against any insurance policies carried by zerohash or the Sub-Custodian.

9.6. **Deposits and Withdrawals of Fiat Currency Held by zerohash**

9.6.1. ***Platform User Deposits and Withdrawals*.** If you are accessing the Services through the Platform, you may instruct deposits and withdrawals of Fiat Currency to and from zerohash on a per Transaction basis or as otherwise permitted by the Platform. Any Fiat Currency received by zerohash on your behalf shall be held by the Foundation on your behalf in a DDGS insured account.

9.6.2. ***zerohash System Deposits and Withdrawals*.** If you are accessing the Services, you may deposit to your Account any Fiat Currency supported by zerohash by submitting such Fiat Currency through wire transfer or any other transmission method supported by zerohash from your bank account to zerohash's Fiat Currency deposit account via instructions provided to you. You may withdraw any deposited Fiat Currency by issuing an instruction (provided that such instruction has been delivered by your properly authorized agent, in zerohash's commercially reasonable opinion) from your Account to an external bank account. zerohash reserves the right to perform any due diligence on any such external bank account.

9.6.3. ***You are Not Entitled to Any Accrued Interest on Fiat Currency*.** You will not be entitled to any accrued interest on Fiat Currency held by the Foundation.

9.7. **Deposit and Withdrawals of Crypto Assets**

9.7.1. ***Platform User Deposits and Withdrawals*.** If you are accessing the Services through the Platform, you may instruct deposits and withdrawals of Crypto Assets only as permitted by the Platform. When you elect to transfer Crypto Assets from your Account to a third-party External Wallet or other location, it is always possible that the party administering the new location may reject your transfer or that the transfer may fail due to technical or other issues affecting the Platform. You will not hold zerohash liable for any damages arising from a rejected or failed transfer.

9.7.2. ***zerohash System User Deposits and Withdrawals*.** If you are accessing the Services, you may deposit to your Account any supported Crypto Asset by transferring such asset from an External Wallet to an address associated with your Hosted Wallet or Account. You may withdraw any Crypto Asset in your Hosted Wallet or Account by issuing an instruction (provided that, for Legal Persons, such instruction has been delivered by your properly authorized agent, in zerohash's commercially reasonable opinion) to transfer such Crypto Asset from an address associated with your Hosted Wallet or Account to an External Wallet. zerohash reserves the right to perform any due diligence on any such External Wallet.

10. **General Risks of Crypto Assets.** Before opening an Account and using the Services, you should understand that engaging in Crypto Asset Transactions or services comes with inherent risks that are unique to Crypto Assets. Such risks include, but are not limited to, the following:

10.1. Third Party Network Control: Third parties (in other words, not zerohash, Business, or their Affiliates) control the underlying blockchain network that powers a particular Crypto Asset, and

such third parties can change the rules of a network which may affect how and when you can use a particular Crypto Asset or even the value of the Crypto Asset.

10.2. Airdrops & Forks: Sometimes blockchain networks issue new Crypto Assets to Crypto Asset holders (also known as "airdrops") or sometimes even split Crypto Assets off into a new blockchain (also known as a "fork"), and such airdrops and forks can significantly affect the value of a Crypto Asset (if an airdrop or fork occurs, zerohash will handle the airdrop or fork in accordance with the zerohash Fork Policy found on the zerohash website here, which may affect the accessibility or value of any Crypto Assets held with zerohash).

10.3. Lack of Government Protection: Crypto Assets are not backed by a government and are not subject to any regulated insurance scheme.

10.4. Price & Value Volatility: The value or price of Crypto Assets can be volatile and randomly fluctuate due to market conditions.

10.5. Lack of Liquidity: It may be difficult to buy, sell, or transfer a Crypto Asset due to a lack of a willing buyer, seller, or recipient.

10.6. Risk of Permanent Loss: If Crypto Assets are custodied in a wallet that is not controlled by zerohash (or in other words, in a wallet that is not managed for a customer by zerohash, also known as a "non-custodial wallet"), the holder of that wallet may need a Private key to access that wallet, and if the Private Key is lost, then access to those Crypto Assets may be permanently lost and nobody (not even zerohash) can recover the Private Key;

10.7. Transaction Fees: Engaging in Crypto Asset Transactions or services usually requires a user to pay one or more fees (please note that all fees will be disclosed to you before you engage transactions with or through zerohash).

10.8. Potential Tax Liability: Engaging in Crypto Asset Transactions may result in taxable income or otherwise result in tax reporting obligations to one or more taxing authorities (see Section 8.4 (*Your Potential Taxes Obligations*) below for any potential tax reporting obligations (if any)).

10.9. Scams & Frauds: Crypto Assets are frequently used by scammers to commit fraud and that you should be cautious when a third party directs you to transfer a Crypto Asset outside of your control (please note that zerohash will NEVER contact you to initiate a Crypto Asset Transaction to any External Wallet not provided by you to zerohash and that zerohash maintains an Anti-Fraud Policy which can be found on the zerohash website here and described in more detail in Section 6.4 (*Potentially Fraudulent Activity*) above).

10.10. **Settlement Timing Risks and Reliance on Third-Parties**. Transacting with a third Party during the Services (such as a Recipient or Business during the Pay Services) may require the conversion of Crypto Assets to Fiat Currency (or vice versa) prior to sending Fiat Currency to the applicable third party, as applicable to the particular Service. Crypto Assets may be delivered to third parties, including a Recipient, Business, an exchange or other Liquidity Provider, the issuer of a Stablecoin (e.g., Circle Internet Financial Europe SAS as the issuer of USDC), or other applicable third party for conversion to Fiat Currency, including Euros or U.S. Dollars, prior to

zerohash processing any instruction to direct Fiat Currency or Crypto Assets to an approved bank account or blockchain address held away from zerohash. Stablecoin issuers, Liquidity Providers, and other third parties, including banking and financial institutions, may take an extended amount of time to settle Crypto Asset-to-Fiat Currency conversions and deliver the resulting Fiat funds to the applicable third party. Such timelines and delays may impact zerohash's ability to deliver assets to any designated recipient as instructed. Stablecoin issuers, Liquidity Providers, and other third-parties may also impose transaction fees, which may be passed to you (and which will be disclosed to you as set forth in Section 1.3 (*Disclosures*) above), and transaction limits that may impact the timing of a transaction or zerohash's ability to fulfill process transactions. Additionally, Stablecoin issuers, Liquidity Providers, and other third-parties may be subject to legal and regulatory changes that may impact their ability to continue supporting any issued Stablecoin or other Crypto Asset or that may impact their ability to issue, redeem, trade, swap, or liquidate certain Stablecoins or Crypto Assets. The assets, algorithms, proofs or reserves backing Stablecoins or other Crypto Assets are solely determined by the Stablecoin or Crypto Assets issuers or developers, and not by zerohash.

10.11. **Risk of a Stablecoin De-Peg Event.** Fiat-backed Stablecoins may "de-peg" substantially from their intended pricing of 1:1 to the underlying Fiat Currency, such as Euros, U.S. Dollars, or any other applicable Fiat Currency, at any time, including after a transaction has been received by zerohash and final settlement of a Stablecoin-to-Fiat Currency or Fiat Currency-to-Stablecoin transaction. A "de-peg" may result from, among other things, market instability, an exploitation of the Stablecoin's network or networks, technical issues with the Stablecoin issuer, including a breach of the issuer's information systems, issuer insolvency, failures of third parties or financial institutions involved in the issuance, stability, and operation of the Stablecoin and/or its network, or any other force majeure event.

10.12. **No Guarantee by zerohash.** Unless expressly provided otherwise by zerohash or its Affiliates, zerohash and its Affiliates are not the issuer of any Stablecoin or other Crypto Asset, does not hold proprietary reserves of Stablecoins or Crypto Assets, and has no obligation to repurchase Stablecoins or Crypto Assets for Euros, U.S. Dollars, or any other Fiat Currency or to ensure sufficient backing or liquidity of any Stablecoin or Crypto Asset. zerohash and its Affiliates do not guarantee the timing of the delivery of funds (whether Stablecoins, other Crypto Assets, Fiat Currency, or any other applicable currency) to any designated recipient. zerohash and its Affiliates further do not guarantee pricing of Stablecoins or Crypto Assets during transaction processing periods. zerohash and its Affiliates must follow your instructions (or those of the Sender, Recipient, or Business, as applicable to the particular Service as described above) when processing a transaction and cannot guarantee access to any Stablecoins, other Crypto Assets, or Fiat funds that are transferred away from zerohash or its Affiliates for any reason, including for Misdirected Assets. Upon receipt and processing of any instructions, zerohash and its Affiliates may not be able to recover any part of the assets subject to the transaction, but may be able to assist with recovery for a fee (see Section 8.11 (*Misdirected Asset Recovery Procedure*) below). zerohash and its Affiliates may pass third party imposed fees, including issuer fees. zerohash and its Affiliates shall not be liable in any way for any delays caused by Stablecoin or other Crypto Asset issuers, Liquidity Providers, or other third parties, including any real or hypothetical losses that may result from a delay in processing any transactions to a designated recipient away from zerohash and its Affiliates or from a de-peg that may occur during Stablecoin transaction processing. zerohash and its Affiliates may, in their sole discretion, refuse any transaction or return any Stablecoins, other Crypto Assets, or Fiat funds, in whole or in part, to

you, including to accounts held away from zerohash or its Affiliates, if zerohash or its Affiliates reasonably determine that processing of a requested transaction presents undue risk to zerohash, its Affiliates, or any their customers or partners.

10.13. ***De Minimis* Amounts**. If zerohash is required to return certain Crypto Assets to your external blockchain address (or to convert Fiat Currency to Crypto Assets and send to you on-chain) at any point during your use of the Services, but such Crypto Asset amounts are too small a value (i.e., are *de minimis*) to cover the network fees to process the on-chain transaction, then you acknowledge and agree that zerohash may take any action it deems necessary to process the return, which may include, but is not limited to, waiting until there are sufficient Crypto Asset or Fiat Currency amounts in your zerohash Account necessary to cover any network fees in order to process the on-chain transaction, which may require you to deposit more Crypto Assets to your zerohash Account sufficient to process the transfer on-chain. zerohash and its Affiliates shall not be liable to you in any way for your failure to cooperate with zerohash and its Affiliates in any procedure that zerohash and its Affiliates deem necessary to process any transfer of *de minimis* amounts in your zerohash Account.

A more detailed description on the general risks of Crypto Assets can be found on the zerohash website here, which is incorporated in this User Agreement by reference. **BY AGREEING TO THIS USER AGREEMENT, YOU EXPRESSLY ACCEPT ALL RISKS OF ENGAGING IN CRYPTO ASSET TRANSACTIONS AND SERVICES.**

11. **Transaction and Other Data Made Available to you While Using the Services.**

11.1. **Transaction Data.** zerohash will be entitled, at its sole discretion, to use information related to Transactions executed through the Services ("**Transaction Data**") to develop and compile analytic data that zerohash, or a third-party service provider, may disseminate to third parties for business purposes without further consent from you, and zerohash will be entitled to any and all revenue derived from such use. By your use of the Services, you hereby consent to such use of Transaction Data by zerohash.

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 for the purposes of competing with the business of zerohash or performance of the Services provided by zerohash. Any and all data submitted to zerohash by you and all information related to Transactions entered into by you through the Services is the joint and exclusive property of zerohash, Business and you, and zerohash will have the right to use, sell, retransmit or redistribute such information, on an anonymous and aggregated basis (in other words, in a way that does not identify a person), and in accordance with and subject to Applicable Law and the zerohash Privacy Policy discussed in Section 4.4 (*Business and zerohash Privacy Policies*) above.

11.2. **Market Data.** zerohash may make certain information and research data, including historical market information available to you through the Platform ("**Market Data**"). Market Data may be provided through third-party providers and may be updated at different time intervals, and quotes, news, research data, market information and the various trade status reports, including

intraday updates of balances and positions information, may differ due to the different Market Data and sources and their update intervals. Any such Market Data is provided as-is and for informational purposes only. zerohash makes no representation as to the accuracy or completeness of any Market Data. In addition, Market Data may represent aggregated data from across multiple third-party trading venues and does not necessarily represent the prices of any Crypto Asset as made available by zerohash. Your reliance on any Market Data is at your sole discretion. The provision of Market Data relating to any Crypto Asset will not be considered zerohash's or its Affiliates endorsement of any such Crypto Asset. Past performance of any Crypto Asset is not indicative of future performance. You will not decompile or redistribute any Market Data.

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

12. <u>The Laws Governing This User Agreement and How to Resolve Disputes</u>

12.1. **Governing Law and Venue.** You hereby agree that this User Agreement, the Services, your Account, your Transactions, and/or any (legal) relationship between you and zerohash, will be governed by and construed and enforced in accordance with the laws of the Netherlands. If you are a consumer, you additionally enjoy the protection afforded to you by mandatory provisions of the law of your country of residence.

12.2. **Dispute Resolution.** Disputes arising from out of or in connection with the User Agreement, the Services, your Account, your Transactions, and/or any (legal) relationship between you and zerohash, will exclusively be settled by the competent court of the District Court of Amsterdam. This clause does not affect any rights you have as a consumer to have a dispute heard in a different court.

13. **Your Liability and zerohash's Liability Under this User Agreement**

13.1. **Remedies for Breach; Remedies in General.** In the event that you (or if you are a Legal Person, you and your Affiliates, and each of their officers, managers, partners, directors, employees, independent agents or contractors (collectively, your "**Agents**")) fail to comply with the requirements of this User Agreement, and/or any policies of zerohash provided to you, including without limitation, by giving zerohash inaccurate or incomplete information for any reason, zerohash will immediately have the right to suspend and/or terminate this User Agreement and close your Account, without giving prior written notice (as outlined in Section 7.2 (*When zerohash Can Suspend Access to or Close Your Account*) above). You will be liable for all damages suffered by zerohash and its Affiliates resulting from any such breach by you (or your Agents if you are a Legal Person). zerohash has sole discretion over what actions, if any, it takes in the event of such breach. If a breach by you (or your Agents if you are a Legal Person) involves participation by other parties with Accounts at zerohash or its Affiliates, you and such parties will be jointly and severally liable for all resulting damages to zerohash and its Affiliates. **T**he enumeration in this User Agreement of specific remedies will not be exclusive of any other remedies that may be available at law. Any delay or failure by any party to exercise any right, power, remedy or privilege contained in this User Agreement, or now or later existing under any Applicable Law (collectively, "**Legal Rights**") will not be construed to be a waiver of such Legal Rights, nor to limit the exercise of such Legal Rights, nor will it preclude the further exercise thereof or the exercise of any other right, power, remedy or privilege.

13.2. **Your Indemnification Obligations.** YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ZERO HASH, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, INDEPENDENT CONTRACTORS, EMPLOYEES, AND AGENTS ("**REPRESENTATIVES**") FROM AND AGAINST ALL DAMAGES, COSTS, LOSSES, LIABILITIES, TAXES, REASONABLE ATTORNEYS' FEES, AND ALL RELATED EXPENSES ("**LOSSES**"), WHETHER CONTRACTUALLY OR NON-CONTRACTUALLY, THAT ARISE OUT OF, RELATE TO, OR ARE ATTRIBUTABLE, IN WHOLE OR IN PART, TO A DEMAND, CLAIM, SUIT, OR PROCEEDING ("**CLAIM**") BROUGHT BY A THIRD PARTY AGAINST ZERO HASH, ITS AFFILIATES, AND/OR THEIR REPRESENTATIVES RELATED TO YOUR BREACH OF THIS USER AGREEMENT OR ANY ACTIVITY BY YOU RELATED TO YOUR USE OF THE SERVICES.

13.3. **No Warranties for the Services**. YOUR ACCOUNT AT ZERO HASH, AND YOUR USE OF THE SERVICES PROVIDED BY ZERO HASH, ARE PROVIDED BY ZERO HASH AND ITS AFFILIATES AND ANY OTHER SERVICE PROVIDERS ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THERE IS NO WARRANTY THAT ANY OF THE SERVICES, OR ANY DATA OR OTHER INFORMATION PROVIDED TO YOU BY ZERO HASH OR ITS AFFILIATES WILL FULFILL ANY PARTICULAR PURPOSES OR NEEDS. THERE IS NO WARRANTY THAT THE SERVICES WILL BE ERROR FREE, UNINTERRUPTED, TIMELY, RELIABLE, COMPLETE OR ACCURATE.

13.4. **Limitation on zerohash's Liability.** zerohash, its Affiliates, and each of their Representatives will not be liable to you (or if you are a Legal Person, to you or any of your Affiliates) for any Losses or Claims arising out of, related to, or resulting from: (i) your Account, the Services or your use of the Services, including, without limitation, any trading or other activities conducted in the Account, sending instructions to zerohash to settle any Transaction and directing the transfer of Fiat Currency or Crypto Assets to zerohash, and the storage of your Crypto Assets; (ii) any actions or inactions or performance of services by Business, any third-party, or actions of other participants in the markets with respect to your Account or the activities conducted through your Account; (iii) indirect, special, incidental, punitive, consequential or exemplary damages, which includes trading losses, lost profits and other lost business opportunities relating to the Account or your use of the Services; (iv) operational failures preventing the use of the Platform, interruptions preventing you from accessing the Platform, system or transmission failures or delays or similar technical errors unless caused by zerohash's gross negligence in connection herewith; (v) service interruptions due to scheduled systems maintenance; or (iv) any "**Force Majeure Event**", which includes, but is not limited to, technical defects or malfunctions of the blockchains and/or networks used, act of governmental authority, change in law or regulation, war, criminal act, fire, explosion, earthquake, flood, weather condition, power failure, transportation, pandemic (including COVID-19), or other event beyond the reasonable control of zerohash.

13.5. **Liabilities That Cannot be Limited by Law.** Nothing in this User Agreement is intended to limit or exclude zerohash's liability for costs and/or damages resulting from: (i) willful misconduct (in Dutch: *opzet*) or gross negligence (in Dutch: *grove schuld*) of zerohash or its managerial personnel; (ii) fraud or fraudulent misrepresentation; (iii) damages for death, personal injury or harm to health; and/or (iv) any other liability that cannot be limited or excluded under applicable (consumer) law. Where zerohash provides custody and administration of Crypto-Assets on behalf of customers, it shall be liable to customers for the loss of any Crypto-Assets or of the means of access to the Crypto-Assets as a result of an incident that is attributable to zerohash within the meaning of article 75 subsection 8 of MiCAR. The latter liability of zerohash shall be capped at the market value of the Crypto Asset that was lost, at the time the loss occurred. Incidents not attributable to zerohash include any event in respect of which zerohash demonstrates that it occurred independently of the provision of the relevant service, or independently of the operations of zerohash, such as a problem inherent in the operation of the distributed ledger that zerohash does not control, all within the meaning of article 75 subsection 8 of MiCAR.

14. **Communications.** All notices and communication with you regarding your Account, the Services, and this User Agreement (together, the "**Communications**"), will be delivered electronically to you either

through the Platform or via an email sent by zerohash, or by Business (if applicable) on behalf of zerohash or any third party on zerohash's behalf, to the email address associated with your Account. To ensure that you receive all of the Communications, you will need a computer or other electronic device with an internet connection, a current web browser, PDF reader and valid email address. You must keep your email address up-to-date and immediately notify zerohash through the Platform or at support@zerohash.com if there are any changes. Delivery of any Communication to the email address associated with your Account is considered valid. If any email Communication is returned as undeliverable, zerohash retains 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 zerohash at support@zerohash.com. If you fail to provide or withdraw your consent to receive Communications electronically, zerohash reserves the right to immediately close your Account. zerohash will notify and communicate with you in the event of suspected or actual fraud or security threats via the Platform, unless such notification is prohibited by mandatory legal obligations, such as anti-money laundering (AML) regulations.

15. **Intellectual Property.** zerohash owns all right, title and interest in and to the documentation, procedures, requirements, conditions, practices and guidelines for the use of Services, prepared by or on behalf of zerohash describing any processes, procedures, know-how or algorithms developed, devised, practiced or used by zerohash ("**zerohash System Protocol**"), their use and content, as well as all related copyrights, trademarks, service marks, patent rights, and trade secrets and any other intellectual property rights contained in the zerohash System Protocol (registered or unregistered) including any applications anywhere in the world. zerohash does not grant you any right or license except as expressly set forth in this User Agreement and zerohash otherwise reserves all rights. The zerohash System Protocol is protected by applicable copyright, trade secret and other intellectual property laws. Without limiting the foregoing, the zerohash logo, any other zerohash service names, logos or slogans that may appear within your Account or the Services (collectively, the "**Covered Marks**") are trademarks, service marks, or trade dress of zerohash and its Affiliates. You will not: (i) copy, modify, disclose, publish, distribute, create derivative works from, reverse engineer, reverse assemble or reverse compile the zerohash System Protocol, or any portion thereof, for any reason and you may not use the zerohash System Protocol, or any portion thereof, for any purpose other than as expressly authorized in this User Agreement; (ii) copy, imitate or use, in whole or in part, any Covered Mark without zerohash's prior written permission; (iii) remove, obscure or alter any zerohash copyright, trademark, patent or other zerohash notices or legends contained in the Services or in any documentation or other materials produced, distributed or published by zerohash; (iv) distribute, rent, sell, lease, redistribute, release or license the zerohash System Protocol, or any part thereof, to any third-party or otherwise allow access by a third-party; (v) take or authorize any action that could detrimentally interfere with the performance or delivery of the Services, use any robot, spider or other device or process to monitor or copy the zerohash System Protocol, or knowingly transmit any virus or other potentially harmful device in connection with your use of the Services; or (vi) assist or encourage any third-party in engaging in any activity prohibited under this User Agreement.

16. **Modifications to this User Agreement**. zerohash reserves the right to make changes to this User Agreement at any time and at its sole discretion. If zerohash makes any changes, it will post the amended User Agreement to the Platform or provide the amended User Agreement directly to you and update the "Last Updated" date above. If any material change is made to this User Agreement, we will notify you by sending an email notice to the address associated with your Account or by providing notice through the Platform (or through the zerohash System , if applicable) and you will

have the right to terminate (in Dutch: *opzeggen*) the User Agreement and stop using the Services if you do not accept this material change. Unless we say otherwise in our notice, the amended User Agreement will be effective within thirty (30) days following our notice and will apply to all current and future use of the Services. Your continued access to or use of your Account or the Services after this User Agreement is updated will constitute your acceptance of the changes. If you do not agree to any of the amended terms and conditions of this User Agreement, you must stop accessing and using the Services and close your Account immediately, and zerohash will have the right to immediately suspend or close your Account.

17. **Assignment of this User Agreement.** This User Agreement is an agreement between you and zerohash, to which only you and zerohash have rights. This User Agreement is personal to you and you cannot assign, transfer, or novate any rights under this User Agreement to anyone else. However, zerohash may assign, transfer, or novate this User Agreement at any time and to anyone at its sole discretion, provided that zerohash provides you with prior written notice of the assignment, transfer, or novation. Any assignment, transfer or novation by zerohash shall not affect any of your rights under this User Agreement, nor the enforceability thereof. You may terminate this User Agreement and close your Account at any time subject to Section 7.1 (How You Can Close Your Account) above.

18. **Compliance with Applicable Laws.** Transactions are subject to applicable laws, regulations, and rules of governmental and regulatory authorities (collectively, "**Applicable Law(s)**"). Compliance with Applicable Laws may include compliance with any guidance or direction of any regulatory authority, government agency, or other legal order. In no event will zerohash be obligated to settle any Transaction that zerohash believes would violate any Applicable Law. You authorize zerohash to provide any information relating to your Account or your use of the Services if requested by any valid regulatory body or government agency, or other binding legal order, provided that any such disclosure by zerohash shall comply with Applicable Law.

19. **Severability.** If any part of a provision of this User Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary under Dutch Law and/or any Applicable Laws so that this User Agreement will otherwise remain in full force and effect and enforceable.

20. **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.

21. **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 and admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form.

22. **Electronic Acceptance.** 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. 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 or using any part of the Services.

23. **Language.** This User Agreement and all Communications will be in English.