

# Zero Hash and Zero Hash Liquidity Services User Agreement

**Last Updated:** January 12, 2022

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

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

IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, INCLUDING THE MANDATORY ARBITRATION PROVISION IN SECTION 16, AND THE MANDATORY **COINME TERMS OF SERVICE** (“CRYPTOCURRENCY PLATFORM AGREEMENT”) (IF APPLICABLE), INCORPORATED HEREIN BY REFERENCE, DO NOT REGISTER AN ACCOUNT OR ACCESS OR USE THE SERVICES.

## 1. Scope of Services

- 1.1. **Zero Hash Services.** The Zero Hash Services may be made available to you via a third-party desktop, mobile, or web application or via the Zero Hash web portal or API, as the case may be. The method through which this Agreement is made available to you, either via a third party or directly from Zero Hash, ***shall dictate the terms applicable to you as noted below.***

By registering an Account with Zero Hash either through the Platform (as defined below) or with Zero Hash directly, you will be able to:

- (i) purchase and sell cryptocurrencies in exchange for fiat currencies (“**Cryptocurrency Transactions**”) through the **Coinme Inc.** desktop or mobile application(s) or website(s) (the “**Platform**”) or through Zero Hash web portal, as the case may be;
- (ii) direct Zero Hash to send cryptocurrency from your available Account balance to other Business and Zero Hash joint customers (a “**P2P Transaction**” as further described below);
- (iii) where applicable, receive from Business promotional and marketing cryptocurrency rewards or awards (as further described below);
- (iv) store cryptocurrency in one or more Hosted Wallets (as defined below);

- (v) track your Cryptocurrency Transactions, P2P Transactions, and Hosted Wallet balance(s) through the Platform or through the Zero Hash System (as defined below), as applicable;
- (vi) if available to you through the Platform, or otherwise, receive certain tax reports for certain taxable transactions ("**Tax Reporting Services**" as further described below);
- (vii) if available to you through the Platform, "stake" certain cryptocurrencies in a third-party proof-of-stake network ("**Staking Services**" as further described below);
- (viii) if available to you through the Platform, view the sum of all transaction obligations due ("**Settlement Services**" as further described below); and
- (ix) if permitted by the Platform or Zero Hash System, deposit and withdraw supported fiat currencies and cryptocurrencies to and/or from your Account (with Sections 1.1(i) - (ix) collectively being the "**Zero Hash Services**").

**1.1.1. Zero Hash System Access.** As used herein, "**Zero Hash System**" refers to the interface through which certain participants can fund their Account, track movements of cryptocurrencies and fiat currencies into and out of their Account, and request withdrawals. You may only access the Zero Hash System if Zero Hash has expressly agreed in writing to provide you such access. In this case, Zero Hash will provide you with Login Credentials (as defined below) to allow you to directly access the Zero Hash System. If such access is not applicable to you (that is, if you have not engaged in discussions directly with Zero Hash regarding such Zero Hash System access), you will access and use Services only through the Platform.

**1.1.2. P2P Transactions.** Where applicable, Zero Hash may accept P2P Transactions entered by you through the Platform, provided that such P2P Transactions are supported by the Platform. By placing a P2P Transaction through the Platform, you are instructing Zero Hash to transfer a specific amount of cryptocurrency held in your Account to another Zero Hash account holder. You may only transfer cryptocurrency from your available Account balance as displayed to you through the Platform. P2P Transactions take place off chain and are not broadcast to an associated blockchain or network and, therefore, will not be reflected on any public ledger. P2P Transactions are only allowed between eligible Zero Hash accounts. Any attempt to send cryptocurrency to an ineligible account will be voided. We reserve the right to charge fees for any P2P Transaction, provided that such fees are disclosed to you in advance of any P2P Transaction. We may, in our sole discretion, place transaction limits on P2P Transactions or reject, for any reason, any P2P Transaction placed by you through the Platform. You are responsible for entering accurate instructions through the Platform for any P2P Transaction. P2P Transaction orders may be placed only in those cryptocurrencies and denominations as permitted on the Platform. Any representation of a P2P Transaction in a supported fiat currency will be based on the then available exchange rate, but any such representation in such fiat currency is not a guarantee or promise as to the amount of cryptocurrency that will be transferred. The value of cryptocurrencies can fluctuate rapidly, and we do not guarantee the relevant quoted fiat currency value of any P2P transaction. Cryptocurrencies received by you as a result of any P2P Transaction may lose value, and we will not be responsible for guaranteeing the value of any cryptocurrency received in or held in your Account.

**1.1.3. Settlement Services.** In support of trading that may occur on an exchange, matching mechanism or matching platform, a request-for-quote system, a brokerage network, or any combination of the foregoing (through which participants may enter into transactions for cryptocurrencies), Zero Hash may function as a calculation agent, acting in good faith and in a commercially reasonable manner to make determinations relating to any adjustments, obligations, disruptions, valuations, and settlements that occur throughout the duration of a transaction for cryptocurrencies. By placing an order through the Platform or through the Zero Hash System, you are buying or selling cryptocurrency from and to other Zero Hash users, which may include ZHLS, the Platform, or liquidity providers. Zero Hash shall calculate the transaction obligations due under open Cryptocurrency Transactions using any of the following information:

- (i) index values published by Zero Hash;
- (ii) published settlement price data provided by any liquidity provider(s) or, if applicable, the Platform; and
- (iii) Cryptocurrency Transaction information provided by any liquidity provider(s) or, if applicable, the Platform.

Where applicable, Zero Hash will display transaction obligations owed by or to you via either the Platform or via the Zero Hash System.

**1.1.4. Rewards/Awards Transactions.** Any cryptocurrency-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 are strictly governed by the Business' terms and conditions governing such rewards, awards, or promotional offering ("**Reward/Awards Transaction**"). You acknowledge that any reward and/or awards transactions that are delivered to your Account is the result of an instruction from you delivered through the Platform to Zero Hash. Any reversals related to previously disbursed rewards and/or awards shall be governed by the relevant Business terms and conditions to which you agreed in order to participate in such reward and/or award program offered by Business.

**1.1.5. Tax Reporting Services.** You understand and agree that, unless required by applicable law, Zero Hash is not required to prepare or send to you any tax forms or reports related to your activity on or through Zero Hash. You are solely responsible for reporting any taxable gains to the appropriate authority.

The Platform may, but is not required to, give you the option to receive certain tax forms from Zero Hash for reportable transactions that were affected in your Account by you or, if applicable, pursuant to an agreement between you and Business (for example, Reward/Award Transactions). Such reportable transactions include, but are not limited to, Cryptocurrency Transactions, Rewards/Awards Transactions, staking rewards, or any other transactions considered reportable for U.S. tax purposes. The type of tax form you receive will depend on the jurisdiction in which you are located as well as the types of transactions that occur in your Account. You understand that the accuracy of any tax form provided to you by Zero Hash depends on the accuracy of applicable Background Information (as defined below) provided by Business to Zero Hash for us to provide you with Tax Reporting Services.

Zero Hash shall not be liable or responsible for the accuracy of any information provided to you on any tax form you receive from Zero Hash through the Tax Reporting Services. You

further understand that you are solely and ultimately responsible for determining, reporting, and paying any tax liability incurred by your activity within your Account. It is your responsibility to ensure that your contact information and Background Information is accurate and up to date.

**1.1.6. Staking Services.** The Platform or Zero Hash System, as applicable, may give you the option to “stake” certain cryptocurrencies held in your Account to a third-party proof-of-stake network. If given the option, you will be able to instruct Zero Hash, through the Platform or the Zero Hash System, as applicable, to “stake” and “unstake” certain eligible cryptocurrencies on your behalf via Staking Services provided by either Zero Hash directly or a third-party validator node provider. You understand and acknowledge that Zero Hash will not exercise any discretion over your cryptocurrencies with respect to the staking of unstaked cryptocurrencies or the unstaking of staked cryptocurrencies.

If you instruct Zero Hash through the Platform or through the Zero Hash System, as applicable, to stake eligible cryptocurrencies in your Account, Zero Hash will facilitate the staking of those assets on your behalf by acting as, or contracting with a third-party to act on Zero Hash’s behalf as, a transaction validator on the applicable proof-of-stake network. If such transaction validator validates a block of transactions on the applicable network, you may earn a reward granted by the network (“**Staking Reward**”).

The Staking Reward amount is determined by the protocols of the applicable network. Zero Hash will distribute any Staking Reward to your Account after receipt by Zero Hash minus a Staking Services fee, which shall be determined by Zero Hash on an asset-by-asset basis, retained by Zero Hash.

You have no right to any Staking Reward until it is received by Zero Hash. ZERO HASH DOES NOT GUARANTEE THAT YOU WILL RECEIVE STAKING REWARDS, ANY SPECIFIC STAKING REWARD, OR ANY STAKING RETURN OVER TIME, INCLUDING ANY STAKING REWARD RATE THAT MAY BE PROVIDED TO YOU THROUGH THE PLATFORM OR THROUGH THE ZERO HASH SYSTEM, AS APPLICABLE.

Where applicable, you may be able to receive Staking Services from Zero Hash through the Zero Hash System; provided, however, Zero Hash has so agreed to such an arrangement.

**1.2. ZHLS Liquidity Services.** By placing a request to engage in a Cryptocurrency Transaction (an “**Order**”) either through the Platform or through the Zero Hash System, you may be engaging in a Cryptocurrency Transaction with ZHLS, an affiliate of Zero Hash. In such case, you agree that ZHLS may:

- (i) offer price quotes as further outlined in Section 9.1 for Cryptocurrency Transactions and Order information either through the Platform or through the Zero Hash System, as applicable;
- (ii) purchase cryptocurrency from you pursuant to your Order (either placed through the Platform or through the Zero Hash System) at the quoted price provided by ZHLS and in the amount specified in your Order; and
- (iii) sell cryptocurrency to you pursuant to your Order (either placed through the Platform or through the Zero Hash System) at the quoted price provided by ZHLS and in the amount specified in your Order (with Sections 1.2(i)-(iii) collectively being the “**Liquidity Services**”).

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

The Liquidity Services and the Zero Hash Services are collectively referred to herein as the “Services.”

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

2. **Modifications to this User Agreement.** We reserve the right to make changes to this User Agreement at any time and at our sole discretion. If we make changes, we will post the amended User Agreement to the Platform or provide the amended User Agreement directly to you via the Zero Hash System, as applicable, and update the “Last Updated” date above. We may also attempt to, but are not obligated to, notify you by sending an email notice to the address associated with your Account or by providing notice through the Platform or through the Zero Hash System. The foregoing sentence shall not apply to the extent that prior notice is required by local law, in which case we will notify you of any changes to this User Agreement via email and the Platform or the Zero Hash System. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Unless we say otherwise in our notice, the amended User Agreement will be effective immediately and will apply to any then current and subsequent uses of the Services, including any pending Cryptocurrency Transactions. You are responsible for reviewing this User Agreement each time you access or use our Services. Your continued access to and use of your Account and/or the Services after we provide notice will constitute your acceptance of the changes. If you do not agree to any of the amended terms and conditions, you must stop accessing and using the Services and close your Account immediately.

### 3. **Eligibility**

#### 3.1. **General Requirements**

- 3.1.1. **Individuals.** To register an Account or use the Services, you must be an individual at least eighteen (18) years of age and have the legal capacity to enter into this User Agreement (“**Individual**”). You further represent that you have not previously been suspended or removed from use of the Services. In addition, where applicable, you must have an account in good standing with Business (“**Business Account**”) if you are registering for an Account through the Platform.
- 3.1.2. **Entities.** To register an Account or use the Services, you must be an entity duly formed and legally authorized to operate in the jurisdiction of your formation (“**Entity**”). If you are registering to use the Zero Hash Services on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf. You further represent and warrant that: (a) you are at least 18 years of age, (b) have not previously been suspended or removed from using the Zero Hash Services, and (c) have all powers and authority necessary to enter this agreement and in doing so will not violate any other agreement to which you are a party. Zero Hash is not responsible or liable for relying on the representations of your agents, employees, contractors, attorneys, financial advisors, or any other person Zero Hash reasonably

believes represents you in the acceptance of this User Agreement or in the acceptance of any other instruction through the Platform or through the Zero Hash System.

- 3.2. **Permitted U.S. Jurisdictions.** You may only register an Account or use the Services if you, if registering as an Individual, reside in or, if registering as an Entity, are organized and operate in, any state, district, or territory in which Zero Hash is authorized to provide Services (“**Permitted U.S. Jurisdictions**”). A current list of Permitted US Jurisdictions, which is incorporated by reference, is available [here](#) and is subject to change at any time. Any updates to Permitted U.S. Jurisdictions shall be updated at the link above. If the link above is down, search “US Jurisdictions” at <https://seedcx.zendesk.com/hc/en-us> or contact us at [support@zerohash.com](mailto:support@zerohash.com) before using the Services enumerated in this User Agreement.
- 3.3. **Restricted Foreign Jurisdictions.** You may not register an Account or access or use the Services if you are located or organized in, under the control of, or a citizen or resident of any state, country, territory, or other jurisdiction to which the United States has embargoed goods or services, or where your use of the Services would be illegal or otherwise violate any applicable law of such jurisdiction or of the United States, including any sanctioned country as listed by the U.S. Treasury Department’s Office of Foreign Assets Control (“**Restricted Jurisdiction**”). We may implement controls to restrict access to the Services from any Restricted Jurisdiction, including withholding the ability to withdraw assets as reasonably required by law or regulation. You hereby represent and warrant that you are not under the control of, or a citizen or resident of, any Restricted Jurisdiction and that you will not access or use any Services while located in any Restricted Jurisdiction, even if our methods to prevent access to and use of the Services from these jurisdictions are not effective or can be bypassed.
- 3.4. **Restricted Persons and Activity.** You hereby represent and warrant that you have not been identified as, and/or are not owned or controlled by, a Specially Designated National, nor have you or any beneficial owner or controlling person, if applicable, of you been placed on any sanctions list by the U.S. Treasury Department’s Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State (a “**Prohibited Person**”). You further hereby represent and warrant that you will not use our Services if you or any beneficial owner or controlling person of you are at any time hereafter designated a Prohibited Person or to conduct any illegal or illicit activity.

#### 4. **Account Registration**

##### 4.1. **Information Required to Open Account**

- 4.1.1. **Personal Information.** During the Account registration process for individuals, you must provide the Platform, Zero Hash, and ZHLS if applicable, with information and documentation that we request for the purpose of establishing and verifying your identity (“**Personal Information**”). In addition, as a condition to accessing and using the Services, you must authorize Business, if applicable, to share your Personal Information with Zero Hash and ZHLS pursuant to the mandatory Cryptocurrency Platform Agreement, incorporated herein by reference. Personal Information may include, but is not limited to, your name, email address, residential address, phone number, date of birth, investment experience, financial condition and taxpayer identification number. Personal Information may also include documentation, such as copies of your government-issued photo

identification (for example, your passport, driver's license, or military identification card), account statements, and other documents as Zero Hash may require. Personal Information will be retained by us at our discretion and may be made available to any governmental authority or self-regulatory organization upon reasonable request in accordance with applicable laws. You agree to provide accurate, current, and complete Personal Information.

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

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

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

## 5. **Account Authorizations**

- 5.1. **Authorization to Zero Hash.** You understand and acknowledge that your Account is self-directed, and you hereby appoint Zero Hash as your agent for the purpose of carrying out your instructions you place on the Platform or through the Zero Hash System in accordance with this User Agreement. You agree that Zero Hash may rely on your instructions placed on the Platform or through the Zero Hash System, and Zero Hash and ZHLS shall not be liable for relying on and executing on such instructions. You hereby authorize Zero Hash to open and close your Account, restrict access to the Zero Hash System, settle and cancel orders to purchase and sell cryptocurrency ("**Orders**"), collect and offset any fees or other amounts due to Zero Hash, and take such other steps as are reasonable to carry out your instructions.
- 5.2. **Authorization to Fund Cryptocurrency Transactions.** You understand and acknowledge that when you submit an Order to purchase cryptocurrency through the Platform, you are authorizing and instructing Zero Hash to instruct the institution with which you custody your

fiat funds pursuant to your Cryptocurrency Platform Agreement (or in the case of Business, its banking partner) ("**Custody Firm**") to transfer the funds required to fill the Order from your Business Account to Zero Hash. You understand and acknowledge that your Account is provided by Zero Hash and is separate from your Business Account. You further understand and acknowledge that neither Zero Hash nor ZHLS are under the control of Business or Custody Firm. You further understand and acknowledge that your Zero Hash Account is outside of Business's possession and control, and that Business does not have the ability to monitor or recall the funds after such funds have been wired or transferred to Zero Hash. You further understand and acknowledge that, upon transfer from your Business Account or any other account where you hold fiat funds, the fiat funds will not be provided protection under the Securities Investor Protection Corporation ("**SIPC**"), nor will they be provided protection under the Federal Deposit Insurance Corporation ("**FDIC**"). Your cryptocurrency also is not protected under the SIPC or the FDIC. You understand and acknowledge that cryptocurrencies in your Zero Hash Account are not held at Business or Custody Firm and that Business and Custody Firm only take instructions regarding transferring funds as described in the mandatory Cryptocurrency Platform Agreement (if applicable).

- 5.3. **Authorization to Share Information with Business.** If you are registering an Account through the Platform, you hereby authorize us to provide Business and/or an applicable third-party (as discussed below) any of your Background Information, and to continue sharing such information, and any revisions or additions thereto, with Business and/or the applicable third-party on an ongoing basis until your account(s) with Business is/are closed pursuant to the terms and conditions governing such account(s). However, we may retain all Account information, including Account activity and Background Information, as required by this User Agreement and law and may share such information with a: (i) governmental authority or other third-party in accordance with any subpoena, regulatory request, court order, applicable law, or other legal requirement; and (ii) third-party in order to verify the Background Information in accordance with Section 4 above. For further information on how we use or share your Background Information and other information you provide us during your use of the Services, see the Zero Hash Privacy Policy discussed in Section 12 below.

## 6. Account Management

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



immediately upon any changes to Background Information that you previously provided. YOU UNDERSTAND THAT A CHANGE IN YOUR STATE OF RESIDENCE OR FORMATION MAY IMPACT YOUR ELIGIBILITY TO ACCESS AND USE THE SERVICES, AND HEREBY AGREE TO NOTIFY US IN ADVANCE OF ANY CHANGE IN YOUR STATE OF RESIDENCE OR FORMATION. PLEASE REFER TO OUR LIST OF PERMITTED US JURISDICTIONS IN SECTION 3.2 ABOVE.

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

- 6.3. **Account Security.** You are solely responsible for managing and maintaining the security of your Login Credentials and any other forms of authentication, and you understand and acknowledge that we are not responsible (and you will not hold us responsible) for any unauthorized access to and or use of your Login Credentials and/or Account (“**Unauthorized Access**”). You understand and agree that you are solely responsible for maintaining the security of your Login Credentials by periodically updating your Login Credentials and by keeping your Login Credentials and other forms of authentication confidential and separate from each other. You agree to notify us as soon as you become aware of or suspect any Unauthorized Access by emailing [support@zerohash.com](mailto:support@zerohash.com).
- 6.4. **Unauthorized Account Activity.** You are solely responsible for monitoring your Account for unauthorized or suspicious instructions, Orders, actions, or transactions (“**Unauthorized Activity**”), and agree that we are not responsible (and you will not hold us responsible) for any Unauthorized Activity. You acknowledge and agree that you are solely responsible for any Order placed through your Account as a result of Unauthorized Activity.

You agree to protect your Account from Unauthorized Activity by: (i) reviewing, on an ongoing basis, your transaction history and your Account Profile; (ii) reviewing, immediately upon receipt, any transaction receipts, confirmations and notices that we may provide through the Platform, post to your Account or send to your email address associated with your Account; (iii) verifying that you received a confirmation from us and, if applicable, the Platform, that an Order or instruction you provide is received, executed or cancelled, as applicable; and (iv) in the event of not having received any such confirmation, notifying us and, if applicable, the Platform, within twenty-four (24) hours of such Order or instruction.

- 6.5. **Potentially Fraudulent Activity.** Any actual or suspected Unauthorized Access and/or Unauthorized Activity will be treated by Zero Hash as potentially fraudulent (“**Potentially Fraudulent Activity**”). You agree to notify us within twenty-four (24) hours if you become aware of or suspect any Potentially Fraudulent Activity by emailing [support@zerohash.com](mailto: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](mailto:support@zerohash.com) from you of any Potentially Fraudulent Activity, Zero Hash and Business (if applicable) will take reasonable and timely steps to protect your Account, including, for example, by temporarily restricting access to your Account, suspending any pending Orders, and/or requiring you to change your Login Credentials.

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

## **7. Disabling Your Account**

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

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

You understand and agree that Zero Hash will retain your Account information in accordance with applicable law and regulatory obligations.

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

If your Account has been suspended or terminated, you will be notified at the point of login to the Platform or the Zero Hash System when you attempt to access the Services. We may, at our

sole discretion and as permitted by law, provide written notice that your Account has been suspended or terminated.

Upon termination of your Account, unless prohibited by law, we may, at our sole discretion, liquidate any remaining cryptocurrency balance(s) in your Hosted Wallet(s) and return any proceeds, less any Costs, to your Business Account or as directed by you if you do not have an applicable Business Account. In the event your Account is terminated, you hereby authorize Zero Hash to sell any such remaining cryptocurrency balance(s) in your Hosted Wallet(s) at the prevailing market price(s), and transfer the proceeds to your Business Account or as directed by you if you do not have an applicable Business Account, less any Costs associated with such sale(s), the Account, and its termination.

## **8. Cryptocurrencies**

- 8.1. **Definition.** As used herein, “**cryptocurrency**” (also may be referred herein as “virtual currency,” “digital currency,” “digital asset,” and “digital commodity”) means a digital representation of value which is based on a cryptographic protocol that can be digitally traded and may function as: (i) a medium of exchange; (ii) a unit of account; and/or (iii) a store of value. Cryptocurrency is distinguished from “fiat currency” (such as U.S. dollars), which is the coin and paper money of a country that is designated as its legal tender. For more information, please refer to the *FATF Report, Virtual Currencies, Key Definitions and Potential AML/CFT Risks*, FINANCIAL ACTION TASK FORCE (June 2014), available [here](#).
- 8.2. **Supported Cryptocurrencies.** A list of cryptocurrencies that Zero Hash currently supports is available via the Platform or the Zero Hash System, as applicable. Zero Hash may delist a cryptocurrency, at any time and for any reason at our sole discretion, including but not limited to changes in a given cryptocurrency’s characteristics or due to a change in the cryptocurrency’s regulatory classification.
- 8.3. **Network Control.** Zero Hash does not own or control any of the underlying software through which blockchain networks are formed and cryptocurrencies are created and transacted. In general, the underlying software for blockchain networks tends to be open source such that anyone can use, copy, modify, and distribute it. By using the Services, you understand and acknowledge that Zero Hash is not responsible for the operation of the underlying software and networks that support cryptocurrencies and that Zero Hash makes no guarantee of functionality, security, or availability of such software and networks.
- 8.4. **Forks and Airdropped Digital Assets.** The underlying blockchain protocols are subject to sudden changes in operating rules, resulting in a permanent change in the consensus algorithm resulting from the creation of a new blockchain, which can be significantly different from the original blockchain (a “**Fork**”) and implement changes in operating rules or other features that may result in more than one version of a network (each, a “**Forked Network**”) and more than one version of a cryptocurrency (“**Forked Assets**”). In addition, operators of blockchain networks, and other interested parties, may offer or issue cryptocurrency based on existing ownership or other factors, the issuance of which may be characterized as an interest, dividend, or “airdrop” (collectively, “**Airdropped Digital Assets**”).

You understand and acknowledge that Forked Networks and the available supply of any Forked Assets and Airdropped Digital Assets are wholly outside of the control of Zero Hash, and you further acknowledge that our ability to deliver Forked Assets resulting from a Forked Network

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

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

- 8.5. **Risks.** There are several risks associated with cryptocurrencies, cryptocurrency trading, and staking cryptocurrencies. By accessing and using the Services, you hereby represent and warrant that you have read and understand the following risks.

8.5.1. **Cryptocurrency Risks.**

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

8.5.1.2. **Price Volatility.** The price of a cryptocurrency is based on the perceived value of the cryptocurrency and subject to changes in sentiment, which make these products highly volatile. Certain cryptocurrencies have experienced daily price volatility of more than 25% and may be considerably higher. As such, the volatility and unpredictability of the price of cryptocurrency relative to the price of fiat currency may result in significant loss over a short period of time. You understand that we are not liable for price fluctuations in any cryptocurrency listed or Cryptocurrency Transaction executed on the Platform.

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

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

8.5.1.4. **Cybersecurity.** The nature of cryptocurrency may lead to an increased risk of fraud (discussed in more detail in Section 8.5.5 below) or cyber attacks. The cybersecurity risks of cryptocurrencies and related “wallets” or spot exchanges include hacking vulnerabilities and a risk that publicly distributed ledgers may not be immutable, which include 51% attacks. A 51% attack refers to an attack on a blockchain by a group, or coalition of groups acting in concert, controlling more than 50% of the network's mining hash rate or computing power which may cause a substantial change in the underlying protocol and/or cause significant market disruption. A cybersecurity event could result in a substantial, immediate and irreversible loss for market participants that trade cryptocurrencies. Even a minor cybersecurity event in a cryptocurrency is likely to result in downward price pressure on that product and potentially other cryptocurrencies.

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

8.5.1.6. **Cryptocurrency Exchanges, Intermediaries and Custodians.** Cryptocurrency exchanges, in general globally, as well as other intermediaries, custodians and vendors used to facilitate cryptocurrency transactions, are relatively new and largely unregulated in both the United States and many foreign jurisdictions. The opaque underlying spot market

and lack of regulatory oversight creates a risk that a cryptocurrency exchange may not hold sufficient cryptocurrencies and funds to satisfy its obligations and that such deficiency may not be easily identified or discovered. In addition, many cryptocurrency exchanges have experienced significant outages, downtime and transaction processing delays, flash crashes, and may have a higher level of operational risk than regulated futures or securities exchanges. Outages, regardless of severity or length of downtime or delays, can negatively impact cryptocurrency markets and prices. Thus, the nature of cryptocurrency means that technological difficulties experienced by exchanges, intermediaries, custodians, and vendors may prevent access or use of a market participant's cryptocurrency at any given time.

**8.5.1.7. Regulatory Landscape.** Cryptocurrencies currently face an uncertain regulatory landscape in the United States and many foreign jurisdictions. In the United States, cryptocurrencies may be regulated by one or more state regulatory bodies. In addition, many cryptocurrency derivatives are regulated by the Commodities and Futures Trading Commission, and the Securities and Exchange Commission has cautioned that initial coin offerings and certain cryptocurrencies are likely to fall within the definition of a security and subject to U.S. securities laws. One or more jurisdictions at the state, federal, or international level may, in the future, adopt laws, regulations or directives that adversely affect the use, transfer, exchange, and value of cryptocurrencies, their networks, and their users. Such laws, regulations or directives may impact the price of cryptocurrencies and their acceptance by users, merchants and service providers.

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

**8.5.1.9. Transaction Fees.** Many cryptocurrencies allow market participants to offer miners (i.e., parties that process transactions and record them on a blockchain or distributed ledger) a fee. While not always mandatory, a fee is generally necessary to ensure that a transaction is promptly recorded on a blockchain or distributed ledger. The amounts of these fees are subject to market forces and it is possible that the fees could increase substantially. In addition, cryptocurrency exchanges, wallet providers and other custodians, including Zero Hash, may charge high fees relative to custodians in many other financial markets. Zero Hash is under no obligation to pass along network fees at cost.

**8.5.2. Cryptocurrency Staking.** In addition to the risks associated with cryptocurrencies disclosed above, which are equally applicable to staked assets, the staking of cryptocurrencies involves the following additional risks:

- 8.5.2.1. **Lockup Period.** You understand and acknowledge that, once staked, your digital assets may be required by the proof of stake network to be locked up for a certain period of time, which may prevent you from being able to instruct Zero Hash to unstake such digital assets on your behalf. You are responsible for researching and understanding any lockup requirements or provisions associated with any proof of stake network before you direct Zero Hash to stake your assets on your behalf.
- 8.5.2.2. **No Investor or Deposit Insurance Protection.** Cryptocurrency balances staked to a proof-of-stake network will not be provided protections under the SIPC or the FDIC.
- 8.5.2.3. **Lockup Period.** Once staked, your cryptocurrency may be required by the proof-of-stake network to be locked up for a certain period of time, which may prevent you from being able to instruct Zero Hash to unstake such cryptocurrency balances on your behalf. You are responsible for researching and understanding any lockup requirements associated with any proof-of-stake network before you direct Zero Hash to stake your cryptocurrency on your behalf.

## 9. Cryptocurrency Transactions

- 9.1. **Liquidity Providers.** When you place an Order through the Platform or the Zero Hash System, you are requesting to buy or sell cryptocurrency to and from other fully onboarded users of Zero Hash. You understand and agree that some onboarded users, including ZHLS, engage in cryptocurrency trading activities for profit. You understand and agree that we may, at our sole discretion, use various intermediaries that quote both a buy and a sell price in cryptocurrency held in their own inventory ("**Liquidity Provider**") to source cryptocurrency for your Order(s) in order to fulfill and settle such Orders. You understand and agree that Zero Hash may, at its sole discretion, determine which Liquidity Provider acts as the buyer and/or seller of cryptocurrency for any given Order placed by you through the Platform or the Zero Hash System.
- 9.2. **Market Orders.** Orders to purchase or sell cryptocurrency at the prevailing market price ("**Market Orders**") are based on the prevailing market price at the time the Market Order is filled, which is determined by ZHLS, or any other applicable Liquidity Provider, using proprietary methods, algorithms, processes, procedures and intermittent data ("**Calculation Methodology**"). Liquidity Providers, including ZHLS, may, subject to their own discretion, add a spread to any Cryptocurrency Transaction. The spread will be priced into any Order at the time of transaction and will increase the cost of any purchase above the prevailing market price. You understand and acknowledge that the price at which your Market Order is filled may vary from the price displayed at the time your Market Order is placed, and you further understand and acknowledge that Zero Hash may, at its sole discretion, cancel any Market Order if the prevailing market price changes significantly from the time the Market Order was placed. You further understand and acknowledge that Zero Hash may, at its sole discretion, cancel any Market Order. Zero Hash, or Zero Hash through the Platform, will send you a notification upon the occurrence of a cancellation of any Market Order.
- 9.3. **Order Placement.** Orders are placed on the Platform or the Zero Hash System, as applicable, through your Account using your Login Credentials (to the extent that any Login Credentials are required by Business to access its Platform). If you are accessing the Services through the

Platform, you may only enter Orders as permitted by the Platform and as agreed between you and Business in the applicable Cryptocurrency Platform Agreement. If you are entering Orders through the Zero Hash System, you may only submit orders as permitted by Zero Hash in writing. You further understand that all Orders to purchase or sell cryptocurrency will be executed in reliance on your promise that an actual purchase or sale is intended, and that ZHLS requires full payment in cleared, non-margined funds at the time an Order is filled. Zero Hash does not offer leverage in your Account. Zero Hash will not settle any leveraged transaction. You are responsible for ensuring that you do not place a leveraged or margin Order through the Platform. You further understand and acknowledge that you are not permitted to place an Order to purchase cryptocurrency unless you have enough non-margined funds available in your Business Account or Zero Hash account, as applicable, to cover the purchase plus any network and/or associated blockchain fees, and that you are not permitted to place an Order to sell cryptocurrency unless you have enough cryptocurrency available in your Account. You understand and acknowledge that Zero Hash and ZHLS do not guarantee that an Order you place will be filled, and you further understand and acknowledge that Zero Hash reserves the right to cancel any Order or part of an Order, if such Order: (i) was placed during a scheduled or unscheduled downtime of Zero Hash and/or ZHLS; (ii) violates the terms of this User Agreement; or (iii) is non-marketable. You further understand and acknowledge that: (a) Zero Hash does not offer the ability to set up pre-authorized, automatic, or recurring Orders (“**Pre-Authorized Orders**”) in your Account; (b) any such Pre-Authorized Order feature (if available) is under the exclusive control of Business (if applicable); (c) you must contact Business (if applicable) in order to stop a Pre-Authorized Order before execution or to turn off such a feature in your Account; and (d) Zero Hash and ZHLS are not liable for the placement and execution of any Pre-Authorized Order.

- 9.4. **Order Routing.** All Orders will be routed to us by or through the Platform, unless you are placing Orders directly through the Zero Hash System. By using the Services, you understand and acknowledge that all Orders routed to us by the Business or through the Platform, which are placed on the Platform or the Zero Hash System through your Account using your Login Credentials, are your Orders, and you agree to be bound by all terms and conditions pertaining to such Orders in accordance with this User Agreement.
- 9.5. **Source of Funds; Destination of Proceeds.** Zero Hash and ZHLS only authorize Cryptocurrency Transactions using funds maintained: (1) if you are accessing the Services via the Platform, in your Business Account, or (2) if you are accessing via the Zero Hash System, present in your Zero Hash Account. You understand and acknowledge that you are not allowed to use funds that are not owned by you to enter into Cryptocurrency Transactions, and that you are not authorized to enter into Cryptocurrency Transactions on behalf of any third-party. You hereby represent and warrant that all funds used by you to enter into Cryptocurrency Transactions (presently and in the future) are owned by you and are not the direct or indirect proceeds of any criminal or fraudulent activity. In all instances, you are responsible for the full amount owed for Cryptocurrency Transactions entered by you on the Platform or the Zero Hash System. You understand and acknowledge that any proceeds from the sale of cryptocurrency shall be returned to your Business Account (or another account (previously communicated to and approved by Zero Hash) if you do not have an applicable Business Account, including an Account you have funded directly with Zero Hash), and that you will not have the option to transfer proceeds to any other fiat account, including any account that you own. Fiat withdrawals from your Business Account shall be covered in your agreement(s) with Business (if applicable). If you do not have an applicable Business Account and you access your Account through the Zero Hash System, fiat withdrawals are covered in Section 10.5 below.



- 9.6. **Transaction Limits.** You understand and acknowledge that your use of the Services is subject to a limit on volume (in fiat currency terms) that you may transact in a given time period. Such limits may vary, at our sole discretion, depending on a variety of factors, and we may apply higher limits to certain Account holders at our discretion.
- 9.7. **Transaction Record.** When your Order is filled, Zero Hash, or Business on behalf of Zero Hash, will send your confirmation (a “**Transaction Receipt**”) through the Platform or to your email address associated with your Account. We may choose, at our sole discretion and without prior notice to you, to periodically consolidate Orders into a single Transaction Receipt. Transaction Receipts shall contain any information we may elect to include at our sole discretion or as required by law. A record of your Cryptocurrency Transactions (“**Transaction History**”) conducted during the preceding twelve (12) months may be available through your Account on the Platform or the Zero Hash System, as applicable. Zero Hash maintains records of all Cryptocurrency Transactions for a period of five (5) years or as otherwise required by law.
- 9.8. **Right to Offset.** In the event that you fail to maintain sufficient funds in your Business Account or Account (or another account (previously communicated to and approved by Zero Hash) if you do not have an applicable Business Account) at the time an Order is filled, Zero Hash and ZHLS reserve the right, at our sole discretion, to cancel, reverse or fill such Order in whole or in part. You agree to be responsible for the costs of any such action taken by Zero Hash and/or ZHLS. You understand and acknowledge that if a failure to provide sufficient funds results in an amount due and owing by you to ZHLS (a “**Negative Balance**”), Zero Hash or ZHLS shall have the right to: (i) charge a reasonable rate of interest on any such Negative Balance; and (ii) offset any such Negative Balance, including any accrued interest and consequential losses, by transferring funds that are or become available in your Business Account or Account to Zero Hash or ZHLS.
- 9.9. **Cancellations.** Orders may not be cancelled by you after they are filled.
- 9.10. **Errors.** You are solely responsible for reviewing your Transactions Receipts and for monitoring your Transaction History for any errors (or any Potentially Fraudulent Activity, as outlined in Section 6.5). You understand and acknowledge that if you have not received a Transactions Receipt or an Order cancellation notice, you are responsible for notifying us via email at [support@zerohash.com](mailto:support@zerohash.com) within twenty-four (24) hours of the Cryptocurrency Transaction. You further understand and acknowledge that you are solely responsible for reviewing your Transaction Receipts for accuracy and for notifying us of any suspected errors via email at [support@zerohash.com](mailto:support@zerohash.com) within twenty-four (24) hours of the time any such Transaction Receipt was sent. You hereby waive your right to dispute any Cryptocurrency Transaction unless you notify us of any objections within twenty-four (24) hours of the time in which the applicable Transaction Receipt was sent. You understand and acknowledge that Zero Hash and/or ZHLS reserves the right, but has no obligation to, and shall not be held liable should we declare null and void a Cryptocurrency Transaction that Zero Hash considers to be erroneous (each, an “**Erroneous Transaction**”). You understand and acknowledge that you are responsible for ensuring that the appropriate price and Order type is submitted when you place an Order to purchase or sell cryptocurrency with ZHLS, and that a simple assertion by you that a mistake was made in entering an Order, or that you failed to pay attention to or update an Order, shall not be sufficient to establish it as an Erroneous Transaction. You further understand and acknowledge that if Zero Hash or ZHLS determines that a given Cryptocurrency Transaction is an Erroneous Transaction, Zero Hash or ZHLS may, at our sole discretion, declare it null and void, in

whole and in part, even if you do not agree to cancel or modify it, in which case you shall return the cryptocurrency or funds received in the Erroneous Transaction.

- 9.11. **Downtime.** Each of Zero Hash and ZHLS uses commercially reasonable efforts to provide the Services in a reliable and secure manner. From time to time, interruptions, errors, delays, or other deficiencies in providing the Services may occur due to a variety of factors, some of which are outside of Zero Hash's and/or ZHLS' control, and some which may require or result in scheduled maintenance or unscheduled downtime of the Services (collectively, "**Downtime**"). You understand and acknowledge that part or all of the Services may be unavailable during any such period of Downtime, and you acknowledge that Zero Hash and ZHLS are not liable or responsible to you for any inconvenience or losses to you as a result of Downtime. Following Downtime, you further understand and acknowledge that the prevailing market prices of cryptocurrency may differ significantly from the prices prior to such Downtime.
- 9.12. **Trade Cancellation.** You agree that Zero Hash may delay settlement or cancel, in whole or part, any transaction should any chosen Liquidity Provider fail to timely deliver to us sufficient cryptocurrency to fulfill and/or settle any Order(s) placed by you through the Platform or the Zero Hash System. Zero Hash shall not be responsible for any hypothetical or alleged losses resulting from any delayed or canceled transaction.
- 9.13. **Force Majeure Events.** Zero Hash and ZHLS shall not have any liability for any failure to perform or delay in performing its obligations under this User Agreement due to any act of God, act of governmental authority, change in law or regulation, war, criminal act, fire, explosion, earthquake, flood, weather condition, power failure, transportation, pandemic (including COVID-19) or other accident beyond the reasonable control of the party ("**Force Majeure Events**").

## **10. Custody of Your Assets.**

- 10.1. **Hosted Wallet.** You hereby engage Zero Hash to act as custodian of any cryptocurrencies that you obtain from Cryptocurrency Transactions. Such cryptocurrencies shall be stored, on your behalf, by Zero Hash in one or more omnibus Hosted Wallets. A "**Hosted Wallet**" is defined herein as any software, application, service, device or tangible object that is used to record and store the alphanumeric character string that is required to transfer any cryptocurrency (each a "**Private Key**") for cryptocurrencies that are associated with the Hosted Wallet. Zero Hash shall track the balance and ownership of cryptocurrencies purchased through the Services and stored in Hosted Wallets, and you understand that you can view the balance of cryptocurrencies in your Account through the Platform or directly through the Zero Hash System, as applicable. You understand and acknowledge that 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](mailto:support@zerohash.com) within twenty-four (24) hours of the time any such error was identified.
- 10.2. **Third-Party Custodian.** Zero Hash may partner with a third-party custodian to store your cryptocurrency on behalf of Zero Hash ("**Wallet Provider**"). In such case, your balance(s) of cryptocurrency will be recognized by Zero Hash in your Account.
- 10.3. **Insurance.** Assets held at Zero Hash are not insured by the FDIC or SIPC. You are solely responsible for maintaining insurance policies for cryptocurrency stored by Zero Hash on your behalf. You acknowledge and agree that Zero Hash does not make any promises or warranties

with respect to any insurance policies carried by Zero Hash or Wallet Provider, and that you will not be able to make any claims against any insurance policies carried by Zero Hash or Wallet Provider.

- 10.4. **Hosted Wallet Management.** Hosted Wallets includes those that are connected to the Internet or other network or that are operating on a device that is connected to the Internet or other network (“**Hot Wallets**”) and those that are not connected to the Internet or other network or that are operating on a device that is not connected to the Internet or other network (“**Cold Wallets**”). Zero Hash will use both Hot Wallets and Cold Wallets to store the Private Keys for cryptocurrencies that Zero Hash holds on your behalf. The types of Wallets used and the manner and means of their use will be determined at Zero Hash's discretion based on its then-current practices and procedures. The blockchain address used by Zero Hash to hold any cryptocurrency is not an indication of individual ownership of such cryptocurrency.

#### 10.5. **Deposits and Withdrawals of Fiat Funds**

- 10.5.1. **Platform User Deposits and Withdrawals.** If you are accessing the Services through the Platform, you may instruct deposits and withdrawals of Fiat to and from Zero Hash on a per transaction basis or as otherwise permitted by the Platform.

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

- 10.5.3. **Accrued Interest.** No matter the access method used by you, you will not be entitled to any accrued interest each on fiat currency held by Zero Hash as custodian. In the event Zero Hash is charged a negative interest rate by the bank holding the omnibus account in which your fiat currency is stored, Zero Hash shall pass such charges to you. Zero Hash is not required to provide you with advanced notice of such charges.

#### 10.6. **Deposit and Withdrawals of Cryptocurrencies**

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

- 10.6.2. **Zero Hash System User Deposits and Withdrawals.** You may deposit to your Account any supported cryptocurrency by transferring such asset(s) from an external address to an address associated with your Hosted Wallet or Account. You may withdraw any cryptocurrency in your Hosted Wallet or Account by issuing an instruction to Zero Hash (provided that such instruction has been delivered by your properly authorized agent, in Zero Hash's commercially reasonable opinion) to transfer such asset(s) from an address

associated with your Hosted Wallet or Account to an external address. Zero Hash reserves the right to perform any due diligence on any such external address.

## **11. General Terms of Service**

- 11.1. Self-Directed Account.** You understand and acknowledge that your Account is self-directed, you are solely responsible for any and all Orders placed through your Account, and all Orders entered by you are unsolicited and based on your own investment decisions. You understand and acknowledge that you have not received and do not expect to receive any investment advice from Zero Hash, ZHLS or any of its affiliates in connection with your Orders. Notwithstanding anything in this User Agreement, you understand and acknowledge that neither Zero Hash nor ZHLS accepts responsibility whatsoever for, and shall in no circumstances be liable to you in connection with, your decisions. You further understand and acknowledge that under no circumstances will your use of the Services be deemed to create a fiduciary relationship or a relationship that includes the provision or tendering of investment advice. You acknowledge that neither Zero Hash, ZHLS nor any of its affiliates, nor any of their employees, agents, principals, or representatives: (i) provide investment advice in connection with this Account; (ii) recommend any cryptocurrencies, Cryptocurrency Transactions, Orders, or any action or inaction in your Account; or (iii) solicit your placement of any particular Order to the extent research materials or similar information are available through the Platform or Zero Hash System, you hereby understand and acknowledge that these materials are intended for informational and educational purposes only and do not constitute a recommendation by Zero Hash to enter into any Cryptocurrency Transactions or to engage in any investment strategies.
- 11.2. Communications.** You understand and acknowledge that all notices and communication with you regarding your Account, the Services, this User Agreement, and any other applicable agreements, documents, tax forms, and disclosures (together, the “**Communications**”), will be delivered electronically either through the Platform, your Account, or via an email sent by Zero Hash, or by Business (if applicable) on behalf of us or any third party on our behalf, to the email address associated with your Account. To ensure that you receive all of our electronic Communications, you agree to keep your email address up-to-date and immediately notify us through the Platform or through the Zero Hash System if there are any changes. Delivery of any Communication to the email address associated with your Account is considered valid. If any email Communication is returned as undeliverable, we retain the right to block your access to your Account until you provide and confirm a new and valid email address. You may withdraw your consent to receive Communications electronically by contacting us at [support@zerohash.com](mailto:support@zerohash.com). If you fail to provide or withdraw your consent to receive Communications electronically, we reserve the right to immediately close your Account or charge you fees for paper copies.
- 11.3. Taxes.** You understand and acknowledge that Zero Hash, ZHLS or our affiliates do not provide tax or legal advice and that receiving Tax Reporting Services, if applicable, hereunder does not constitute any tax or legal advice from Zero Hash. You further understand and acknowledge that Zero Hash may report Cryptocurrency Transactions and the proceeds from cryptocurrency sales to the Internal Revenue Service or other applicable taxing authority to the extent and manner in which so required by law, regulations, or regulatory guidance. You further understand and acknowledge that you will be liable for reporting and paying all taxes relating to your investments and other activity related to this User Agreement, including with respect to any Cryptocurrency Transactions, Staking Rewards, Rewards/Awards Transactions, and any other related transactions that may occur in your Account. Unless required to do so by a tax

authority with competent jurisdiction over Zero Hash, Zero Hash will not file or report any tax forms or taxable transactions on your behalf. Zero Hash may withhold (or cause to be withheld) the amount of any tax which may be required by law to be withheld by Zero Hash. You should conduct your own due diligence and consult your advisors before making any transactions under this User Agreement.

**11.3.1.U.S. Persons.** This subsection is applicable if you are a U.S. person (including a U.S. resident alien) as such term is defined in section 7701(a) of the Internal Revenue Code of 1986, as amended (“**U.S. Person**”). Under penalties of perjury, you hereby certify that the taxpayer identification number that you have provided or will provide to Zero Hash in connection with your Account (including any taxpayer identification number on any Form W-9 that you have provided or will provide) is your correct taxpayer identification number.

**11.3.2.Non-U.S. Persons.** This subsection is applicable if you are not a U.S. Person. You hereby certify that you fully understand all the information on any [Form W-8BEN](#) that you have submitted or will submit through the Platform in connection with your Account. Under penalties of perjury, you declare that: (i) you have examined all the information on any Form W-8BEN that you have submitted or will submit through the Platform; and (ii) to the best of your knowledge and belief all such information is true, correct, and complete.

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

**11.5. Transaction Data.** Zero Hash and ZHLS shall be entitled, at our sole discretion, to use information related to Cryptocurrency Transactions executed through the Services

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

Other than for your own internal use in accordance with this User Agreement, you will not communicate, disclose, redistribute, or otherwise furnish (or permit to be communicated, disclosed, redistributed or otherwise furnished) all or any portion of the Transaction Data, in any format, to any third party or for the purposes of constructing or calculating the value of any index or indexed products or for the purpose of creating any derivative works or to make any use whatsoever at any time of the Transaction Data that could compete with the business of Zero Hash and or ZHLS or performance of the Services provided by Zero Hash and/or ZHLS. Notwithstanding the foregoing, you understand and agree that any and all data submitted to Zero Hash and ZHLS by you and all information related to Cryptocurrency Transactions entered into by you through the Services shall be the joint and exclusive property Zero Hash, ZHLS, Business and you (if you are not Business), and we shall have the right to use, sell, retransmit or redistribute such information, on an anonymous and aggregated basis, and in accordance with and subject to our Privacy Policy discussed in Section 12 below.

- 11.6. **Death of Individual Account Holder.** In the case of Individuals that have opened an Account under this User Agreement, if we receive legal documentation confirming your death or other information leading us to reasonably conclude that you have died, we will suspend your Account. No activity will occur in your Account until either: (i) your designated fiduciary has opened a new account with Zero Hash and instructs Zero Hash to transfer the entirety of your Account to such new account; or (ii) we have received reasonably satisfactory proof that you have not died. If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorize us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died. Upon receipt by us of proof satisfactory to us that you have died, the fiduciary you have designated in a valid will or similar testamentary document will be required to open a new Zero Hash account, either through the Platform or the Zero Hash System, as applicable. If you have not designated a fiduciary, then we reserve the right to: (a) treat as your fiduciary any person entitled to inherit your Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a will, a living trust or a small estate affidavit; or (b) require an order designating a fiduciary from a court having competent jurisdiction over your estate. In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Account. Pursuant to the above, the opening of a new Zero Hash account by a designated fiduciary is mandatory following the death of an Individual Account owner, and you hereby agree that your fiduciary will be required to open a new Zero Hash account and provide the Background Information required under this User Agreement in order to gain access to the assets in your Account.
- 11.7. **Unclaimed or Abandoned Property.** If Zero Hash is holding fiat funds or cryptocurrencies in your Account, and Zero Hash is unable to contact you and has no record of your use of the

Services for two (2) or more years, applicable law may require Zero Hash to report such assets as unclaimed property within the applicable jurisdiction. If this occurs, Zero Hash will try to locate you at the address shown in our records, but if Zero Hash is unable to locate you, it may be required to deliver any such assets to the applicable state or jurisdiction as unclaimed property.

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

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

12. **Privacy Policy.** If you are registering an Account through the Platform, please refer to Business' Privacy Policy at [[Legal - Buy and store crypto with Coinme](#)] for information about how Business collects, uses and discloses information about you when you engage with the Platform. In addition, please refer to our Privacy Policy [here](#) for information about how we collect, use and disclose information about you when you use the Services.

13. **Remedies for Breach; Remedies in General.** In the event that you or your affiliates, and your or their officers, managers, partners, directors, employees, independent agents or contractors (collectively, your "**Agents**") breach any of your representations, warranties, agreements or covenants set forth in this User Agreement or otherwise fail to comply with the requirements of this User Agreement, any policies of Zero Hash and/or ZHLS, including without limitation, by giving Zero Hash and/ or ZHLS inaccurate or incomplete information for any reason, we will have the right to suspend and/or terminate this User Agreement and disable your Account (as outlined in Section 7.2). You hereby acknowledge that you shall be liable for all damages suffered by Zero Hash, ZHLS and their affiliates resulting from any such breach by you or your Agents. Further, in the event of such breach, Zero Hash, ZHLS and their affiliates will have the rights of a secured creditor under all applicable laws with respect to your Account and can recover all damages incurred by Zero Hash, ZHLS and their affiliates by selling any or all of the cryptocurrencies held in your Hosted Wallet(s). You hereby acknowledge that we have sole discretion over what actions, if any, we take in the event of such breach and that we may take such action without prior notice to you. If a breach by you or your Agents involves participation by other parties with Accounts at Zero Hash or ZHLS, you and such parties will be jointly and severally liable for all resulting damages to Zero Hash, ZHLS and their affiliates. You hereby acknowledge and agree that the enumeration in this User Agreement of specific remedies shall not be exclusive of any other remedies that may be available at law or in equity. Any delay or failure by any party to exercise any right, power, remedy or privilege herein contained, or now or hereafter existing under any applicable statute or law (collectively, "**Legal Rights**") shall not be construed to be a waiver of such Legal Rights, nor to limit the exercise of such Legal Rights, nor shall it preclude the further exercise thereof or the exercise of any other right, power, remedy or privilege.

#### 14. **Indemnification**

14.1. **Indemnification by You.** In addition to any other obligations you may have under other provisions of this User Agreement, you hereby agree to indemnify, defend and hold harmless Zero Hash, ZHLS, Business (if you have registered an Account through the Platform), their



affiliates and all of their officers, directors, managers, partners, employees, independent contractors, or agents, (collectively, the “**Indemnified Persons**”) from and against all claims, demands, proceedings, suits and actions and all liabilities, losses, expenses, costs (including reasonable legal and accounting fees and expenses), damages, penalties, fines, taxes or amounts due of any kind arising out of, in connection with or relating to: (i) the failure of you or your Agents, contractors and/or employees for any reason, fraudulent or otherwise, to perform or comply with any obligation, agreement or covenant under this User Agreement, the Services, your use of the Services, the Platform (if applicable), or any other services provided in connection with your Account, the Platform or your use of the Platform (if applicable); (ii) a breach by you or your Agents, contractors and/or employees of any representation or warranty made by you under this User Agreement or your provision of any inaccurate or incomplete information to any of the Indemnified Parties for any reason; (iii) any negligent, dishonest, fraudulent, or criminal act or omission by your or any of your Agents, contractors and/or employees in connection with this User Agreement, the Services, any other services provided in connection with your Account or the Platform (if applicable); (iv) any failure by you or your Agents to comply with any laws, rules or regulations applicable to you or them, and (v) your, your Agents’, contractors’ or employees’ failure to safeguard any Login Credentials used to access the Zero Hash service, whether through the Platform or otherwise. Notwithstanding the foregoing, any Indemnified Person shall not be entitled under this paragraph to receive indemnification for that portion, if any, of any liabilities and costs which are solely caused by its own individual gross negligence, willful misconduct or fraud, as determined by arbitration in accordance with Section 16 below.

- 14.2. **Indemnification Procedures.** Upon receipt by any Indemnified Person(s) under this Section 14 of notice of the commencement of any action, and if a claim is to be made against you under this Section 14, the Indemnified Person(s) will promptly notify you; *provided, however*, that no delay on the part of the Indemnified Person(s) in notifying you shall relieve you from any obligation hereunder unless (and then solely to the extent) you thereby are prejudiced. Further, the omission to promptly notify you will not relieve you from any liability that you may have to any Indemnified Person(s) otherwise than under this Section 14. In any such action brought against any Indemnified Person(s), you will be entitled to participate in and, to the extent that you may wish, to assume the defense thereof, subject to the provisions herein stated and only with counsel reasonably satisfactory to and the prior written approval by such Indemnified Person(s). After approval by such Indemnified Person(s) of your election to assume the defense thereof, you will not be liable to such Indemnified Person(s) under this Section 14 for any legal or other expense subsequently incurred by such Indemnified Person(s) in connection with the defense thereof other than reasonable costs of investigation or in the case of an actual or potential conflict of interest between you and any Indemnified Person(s), identified in writing by counsel to the Indemnified Person(s). You shall keep the Indemnified Person(s) informed of the status of the defense of such claims, and you will not agree to any settlement without consent of the Indemnified Person(s), which consent will not be unreasonably withheld. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not, other than in the case of an actual or potential conflict of interest between you and Indemnified Person(s), be at your expense if you have assumed the defense of the action with counsel satisfactory to the Indemnified Person(s). In the event that the Indemnified Person(s) reasonably believes that you are not adequately defending a claim, the Indemnified Person(s) will have the right to assume the defense of such claims at your sole expense. You will not settle any action unless such settlement completely and finally releases the Indemnified Person(s) from any and all liability and otherwise is acceptable to the



Indemnified Person(s). Except with your prior written consent, the Indemnified Person(s), you may not confess any claim or make any compromise in any case in which you may be required to provide indemnification.

**15. Limitation of Liability.** YOUR ACCOUNT(S) AT ZERO HASH, THE SERVICES PROVIDED BY ZERO HASH AND ZHLS, YOUR USE OF THE ACCOUNT(S), AND ANY OTHER SERVICES PROVIDED TO YOU IN CONNECTION THEREWITH ARE PROVIDED BY ZERO HASH, ZHLS AND THEIR AFFILIATES AND ANY OTHER SERVICE PROVIDERS ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ZERO HASH, ZHLS AND THEIR AFFILIATES DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT ANY OF THE SERVICES, OR ANY DATA OR OTHER INFORMATION PROVIDED TO YOU BY ZERO HASH, ZHLS OR THEIR AFFILIATES WILL FULFILL ANY PARTICULAR PURPOSES OR NEEDS. THERE IS NO WARRANTY THAT THE SERVICES PROVIDED HEREUNDER WILL BE ERROR FREE, UNINTERRUPTED, TIMELY, RELIABLE, COMPLETE OR ACCURATE. None of Zero Hash, ZHLS, their affiliates nor any of their officers, directors, managers, partners, employees or independent agents or contractors will be liable to you or any of your affiliates for any losses, expenses (including legal fees and costs), liabilities, damages, costs, demands, obligations, penalties, charges, causes of action, claims, fines, taxes or amounts due of any kind (both known and unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, payable now or payable in the future, accrued or not accrued) (collectively, “**Losses**”) arising out of, related to or resulting from your Account, the Services or your use of the Services, including without limitation any trading or other activities conducted in the Account, including without limitation, you sending Orders for the purchase and sale of cryptocurrencies to ZHLS, sending instructions to Zero Hash to settle any Order and directing the transfer of assets to Zero Hash, and the storage of your cryptocurrencies, except to the extent and only to the extent that your Losses are actual and have been finally determined by a court of competent jurisdiction or arbitration panel to have resulted solely from the gross negligence, intentional misconduct or fraud of Zero Hash or ZHLS, their affiliates or any of their officers, directors, managers, partners, employees or independent agents or contractors. You will not be held liable for such actual Losses that have been finally determined to have resulted solely from the gross negligence, intentional misconduct or fraud of Zero Hash or ZHLS, their affiliates or any of their officers, directors, managers, partners, employees or independent agents or contractors. Further, none of Zero Hash, ZHLS, their affiliates or any of their officers, directors, managers, partners, employees or agents will have responsibility for Losses or have any other liability to you: (i) arising out of or resulting from any actions or inactions or performance of services by any third-party or actions of other participants in the markets with respect to your Account or the activities conducted through your Account; or (ii) arising out of or resulting from system failures, outages, unauthorized access to the Account, conversion of property, errors of any kind, government actions, Force Majeure Events, trading suspensions, or any other causes over which Zero Hash and/or ZHLS does not have direct control. Further, none of Zero Hash, ZHLS, their affiliates or any of their officers, directors, managers, partners, employees or agents shall be liable for any Losses that are not direct damages, including without limitation, indirect, special, incidental, punitive, consequential or exemplary damages, which includes trading losses, lost profits and other lost business opportunities relating to the Account, the Services and your use of the Services, including without limitation for sending Orders for Cryptocurrency Transactions through the Platform or through the Zero Hash System for the purchase or sale of cryptocurrency from/to ZHLS, directing settlement of Cryptocurrency Trades and the transfer of funds to Zero Hash and the storage of your cryptocurrencies.

**16. Dispute Resolution**

- 16.1. **Mandatory Arbitration.** In the event of a dispute between the parties, such dispute shall be settled by arbitration as outlined in this Section 16.
- 16.2. **No Class Action.** YOU AGREE THAT ANY CLAIMS WILL BE ADJUDICATED SOLELY ON AN INDIVIDUAL BASIS, AND YOU WAIVE THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER JOINT ACTION WITH RESPECT TO ANY CLAIMS THAT MAY ARISE UNDER THIS USER AGREEMENT OR THE PROVISION OF SERVICES.
- 16.3. **Arbitration Disclosure.** ARBITRATION IS FINAL AND BINDING ON THE PARTIES. THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL. PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS. THE ARBITRATOR OR ARBITRATION PANEL SHALL ISSUE A REASONED AWARD.
- 16.4. **Arbitration Agreement.** Unless otherwise specified, any dispute, claim or controversy between the parties relating to this User Agreement shall be resolved through binding arbitration conducted in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). Any such arbitration shall be conducted in Chicago, Illinois, U.S.A. or at such other location as may be agreed to by the parties and the arbitrators. Notwithstanding the foregoing, each party acknowledges that a breach of this User Agreement may cause the other party irreparable injury and damage and therefore may be enjoined through injunctive or other equitable proceedings in addition to any other rights and remedies which may be available to such other party at law or in equity, and each party hereby consents to the jurisdiction of any federal or state courts located in Chicago, Illinois, U.S.A. with respect to any such action. The parties expressly waive any objection based on personal jurisdiction, venue or forum non conveniens. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

This User Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1 *et. seq.*, governs the interpretation and enforcement of this provision. The arbitrator will decide the substance of all claims in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. Under this arbitration provision, arbitrators will not be bound by rulings in prior arbitrations involving different customers but are bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law. This arbitration provision will survive the termination of this User Agreement.

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

*Notice of Dispute and Arbitration Procedures.* A party who intends to pursue a claim must first send to the other a letter describing the claim and containing the information described below

(a “**Notice of Dispute**”). Any Notice of Dispute sent to Zero Hash and/or ZHLS should be addressed to:

Attn: Chief Legal Officer  
Zero Hash LLC and Zero Hash Liquidity Services LLC  
327 N. Aberdeen St.  
Chicago, Illinois, U.S.A. 60607  
[support@zerohash.com](mailto:support@zerohash.com)

Any Notice of Dispute sent to you by Zero Hash and/or ZHLS will be sent to the email address and/or address in our records that is associated with your Account at the time the Notice of Dispute is sent. The Notice of Dispute must: (a) describe the nature and basis of the claim; (b) set forth the specific relief sought; (c) set forth the name and address of the claimant; and (d) include the Account numbers to which the claim relates. If the parties do not reach an agreement to resolve the claim described in the Notice of Dispute within forty-five (45) days after the Notice of Dispute is received, the parties may commence an arbitration proceeding with the AAA. If the parties attempt to commence arbitration proceedings before providing the requisite Notice of Dispute, the AAA shall not commence administration of arbitration proceedings for at least forty-five (45) days after the AAA receives the request to initiate arbitration. No party will disclose to the arbitrator the existence, amount, or terms of any settlement offers made by any party until after the arbitrator issues a final award resolving the claim.

A form for initiating arbitration proceedings is available on the AAA’s website at <http://www.adr.org>.

The arbitration will be governed by the AAA’s Commercial Dispute Resolution Procedures, as amended from time to time (the “**AAA Rules**”) or as modified by this User Agreement, and will be administered by the AAA. The AAA Rules are available online at <http://www.adr.org>, by calling the AAA at 1-800-778-7879, or by writing to the notice address provided above.

The arbitrator is bound by the terms of this User Agreement. All issues are for the arbitrator to decide, except that issues relating to the arbitrability of claims or the scope, and enforceability of this arbitration provision, including the interpretation of the prohibition of class and representative actions and non-individualized relief, are for the court to decide. If the value of the relief sought (by any party) is \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the value of the relief sought (to any party) exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Any in-person arbitration hearing will take place in Chicago, Illinois, U.S.A. Regardless of the manner in which the arbitration is conducted, the arbitrator, upon the request of either party made prior to the closing of the hearing (or, if there is no oral hearing, prior to or along with submission of final documents to the AAA), will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award, if any, is based. Unless otherwise agreed by the parties, any award will be rendered by the arbitrator not later than fourteen (14) days from the date of the closing of the hearing or, if there is no oral hearing, from the date of the AAA’s transmittal of the final statements and proofs to the arbitrator in accordance with the AAA Rules.

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

## **18. Legal**

**18.1. Regulation.** Zero Hash and ZHLS are registered with the U.S. Department of Treasury's Financial Crimes Enforcement Network as a money services business ("**MSB**"). As registered MSBs, Zero Hash and ZHLS are subject to the Bank Secrecy Act and its implementing regulations which set out the requirements imposed upon financial institutions to implement policies and procedures reasonably designed to detect and prevent money laundering and terrorist financing. You understand and acknowledge that your access to and use of the Services is subject to compliance with our AML Program. You understand and acknowledge that Zero Hash is not a registered broker-dealer and is not a member of the Financial Industry Regulatory Authority or SIPC. You further understand and acknowledge that your cryptocurrency holdings are not protected by the FDIC or SIPC. Additional insurance may be provided at Zero Hash's sole discretion, and Zero Hash makes no guarantee that you will have a right to, or claim against, any supplemental policy should Zero Hash choose to insure any assets held on behalf of you, or any customer, at Zero Hash.

**18.2. Compliance with Applicable Laws.** Cryptocurrency Transactions are subject to applicable laws, regulations, and rules of federal and state governmental and regulatory authorities (collectively, "**Applicable Laws**"). You understand that compliance with Applicable Laws may include compliance with any guidance or direction of any regulatory authority or government agency, any writ of attachment, lien, levy, subpoena, warrant, or other legal order (collectively, "**Legal Orders**"). You understand and acknowledge that in no event will Zero Hash and ZHLS be obligated to affect any Cryptocurrency Transaction that we believe would violate any Applicable Law. You further understand and acknowledge that Zero Hash and ZHLS both independently and collectively are not responsible for any losses, whether direct or indirect, that you may incur as a result of our good faith efforts to comply with any Applicable Law, including any Legal Order.

**18.3. State Licenses and Disclosures.** Zero Hash is required to maintain licenses to engage in money transmission activities in certain states, and these license requirements may impact our provision and your use of certain Services depending on where you live or are formed in. It is your sole responsibility to ensure that you are accessing the Services available to you by reviewing the Permitted US Jurisdictions as listed by Zero Hash, and updated from time to time, prior to placing any Order on the Platform or through the Zero Hash System. A list of Zero Hash licenses and corresponding required disclosures and methods for filing complaints with the applicable state regulatory can be found here or by searching for disclosures [here](#), which are incorporated herein by reference. If you have any questions about the disclosures, contact us at [support@zerohash.com](mailto:support@zerohash.com) before using the Services enumerated in this User Agreement.

**18.4. Electronic Record.** The electronic stored copy of this User Agreement is considered to be the true, complete, valid, authentic, and enforceable record of this User Agreement. admissible in judicial or administrative proceedings to the same extent as if the documents and records were

originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of the electronically stored copy of the User Agreement.

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