

Zerion User Agreement

Last Updated: July 13, 2022

This User Agreement (“Agreement”) is between you (also referred to herein as “user”, “you” and “your”) and Zerion Inc. (“Zerion”, “we”, “us” and “our”). This Agreement governs your use of the services provided by Zerion described below, including the Zerion Interface, Zerion Wallet Services, and Zerion API (collectively, the “Services”). By connecting your Web3 wallet through the web application, available at <https://app.zerion.io>, or using the Zerion Wallet or API, you agree that you have read, understand, and accept all of the terms and conditions contained in this Agreement.

To be eligible to use the Services you must be a resident of the one of the countries in which the Services are supported and be the age of majority in your country of residence. We may make changes to the Agreement from time to time. If we do this, we will post the changed Agreement on the Zerion Interface and will indicate at the top of this page the date the Agreement was last revised. You understand and agree that your continued use of the Services after we have made any such changes constitutes your acceptance of the new Agreement.

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 9. PLEASE READ THE AGREEMENT CAREFULLY.

1. ZERION INTERFACE

General.

The Zerion Interface consists of the Zerion web-hosted user interface, available at <https://app.zerion.io>, and the Zerion mobile application, each of which allows you to connect the Zerion Wallet or a third-party digital asset wallet to store and transfer certain supported digital assets (including cryptocurrencies, non-fungible tokens, digital asset indices, liquidity pool shares and staking tokens) in order to track and monitor a portfolio of digital assets as well as access and interact with certain supported decentralized protocols and decentralized applications (collectively “dapps”). Some of the dapps accessible using the Zerion Interface may also involve accessing certain digital asset markets, boards, or interfaces allowing for complex financial transactions. In order to use the Zerion Interface, you must already have a digital asset wallet that is supported in the Zerion Interface. In addition, through certain of our other services offered through the Zerion Interface, users can (i) monitor real-time movements of digital assets and track a personalized digital asset portfolio and (ii) access dapps through supported web browsers or through a native application installed on our mobile device or personal computer. **IMPORTANT:** Zerion provides all information as is and you may not redistribute information displayed on or provided by the Zerion Interface.

Transfers

When you request to make a transfer of digital asset, in order to initiate such transfer using the Interface, you will be required to initiate a transfer from your digital asset wallet's interface or a web plug-in that interacts with the Zerion Interface. You may initiate a transfer using the Interface after selecting a quote and sign a. Zerion is entitled to rely on the transfer initiation and has no duty to inquire into or investigate the validity or accuracy of any Transfer Initiation.

Third-Party Decentralized Finance Protocols (Exchange, Pool, Save, Borrow)

The Zerion Interface displays third-party decentralized finance protocols, including protocols for borrowing and lending, exchanges, and automated market makers, among other capabilities. Zerion is not responsible for the fulfillment of any purchases and sales of digital assets, information security, exchange rates, routing, the interest rate or percentage yield, the insurance or collateralization or other programmatic, algorithmic or discretionary methods of any third party protocols or market participants whose services are displayed via the Zerion Interface through these methods. The Company reserves the right to collect fees for marketing, routing, positive slippage, and other fees for displaying such third-party decentralized finance protocols.

Market and Third-Party Data

The Zerion Interface contains information pertaining to third-party digital assets, digital asset wallets, staking pools, and liquidity pools, among other things. The presentation of this information does not imply any association with or endorsement of third parties, even if certain functionalities on the Zerion Interface require the use of such third-party products. The content of such third-party services and products as stated on the Zerion Interface is based on information made publicly available or by such third parties to us, and we, therefore, make no representations or warranties on the accuracy of such third-party service or product related information.

Third-Party Payment Services Partners

The Zerion Interface provides users with links to third-party processors to process any fiat purchases of digital assets. When you purchase digital assets with fiat currencies through these links, you are purchasing digital assets directly from the third party provider using your valid bank account via ACH transfer or wire transfer, debit card or credit card. Your purchase must follow the relevant instructions on the Zerion Interface and the terms and conditions of the third-party provider. Third-party providers, not the Company, are responsible for transferring purchased digital assets to your digital assets wallet.

2. ZERION WALLET

General

In addition to the Zerion Interface, users have access to Zerion Wallet, a non-custodial wallet for holding supported digital assets developed by the Company. Zerion Wallet is an unhosted and non-custodial. You control the digital assets held in your digital asset Wallet. With Zerion Wallet, the private keys (which represent ownership of the digital asset) are stored directly on your device. At any time, subject to having internet access and the congestion on the blockchain, you may withdraw your digital asset by sending it to a different blockchain address. When holding your digital assets in Zerion Wallet, Zerion does not maintain control over your Zerion Wallet or private keys. Users are responsible for the risk of loss of their private keys and Zerion may not recover such keys.

Recovery Phrase

Zerion Wallet generates a 12-word recovery phrase, known as a 'seed', that you and only you have access to. This means that if you lose your recovery phrase, you will lose access to your Zerion Wallet. Please keep in mind that Zerion will never have access to this recovery phrase, so we cannot move funds on your behalf nor can we help you access digital assets in your Zerion Wallet should you lose your recovery phrase. As an added safeguard, we built an encrypted Google Drive and iCloud feature so you can back up your recovery phrase. We strongly encourage you to back up your recovery phrase using this feature, as well as writing it down and storing it in a secure location. To access the backup feature, tap Settings then Recovery Phrase from your Zerion Wallet mobile or desktop application.

Supported Digital assets

Zerion Wallet supports all ERC-20 tokens. To see all the supported digital assets, you can store and transfer on Zerion Wallet open the mobile app, and tap Receive. Use the search bar to see if a specific digital asset is supported. When you connect your Zerion Wallet to Zerion <https://app.zerion.io/> or decentralized exchange, you can buy or transfer supported digital assets on Zerion or the decentralized exchange directly from your Zerion Wallet.

Digital asset Peer-to-Peer Transfers

The Zerion Wallet enables you to send supported digital assets to, and request, receive, and store supported digital assets from, third parties by giving instructions through the Services. Your transfer of supported digital assets between your other digital asset wallets and to and from third parties is a transfer. When you or a third party sends digital assets to the Zerion Wallet, the person initiating the transaction is solely responsible for executing the transaction properly, which may include, among other things, payment of sufficient network or miner's fees in order for the transaction to be successful. Insufficient network fees may cause a transfer to remain in a pending state and may result in delays or loss incurred as a result of an error in the initiation of the transaction. The Company has no obligation to assist in the remediation of such transactions. When you send digital asset from your Zerion Wallet to another digital asset wallet, such transfers are executed on chain by you and not under the control of the Company. You should verify all transaction information prior to submitting them. The Company shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address.

Digital asset transfers cannot be reversed once they have been broadcast to the relevant digital asset network, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. The Company does not control the network and makes no guarantees that a transfer will be confirmed by the network.

3. ZERION API

Scope

Zerion makes its API available to developers as follows through a self-serve API program where developers can integrate Zerion's API into their dapp or application ("Application") if they meet the eligibility criteria set forth below and have agreed to these Terms.

Developer Documentation

Your use of any of the API and display of Content in your Application must comply with the technical documentation, usage guidelines, call volume limits, and other documentation maintained at the Developer Site or otherwise made available to you (together, the "Developer Documentation", which are expressly incorporated into these Terms by reference). "Content" means any data or content from our Service or accessed via the API. In the event of any conflict between the Developer Documentation and these Terms, these Terms shall control. The Developer Documentation is available at <https://docs.zerion.io/>.

Eligibility Criteria

In addition to your compliance with the other requirements and obligations set forth in these Terms, you may retrieve Content via the API in your Application if you are developing an Application designed to help Zerion users or introduce new users to Zerion and your Application DOES NOT make more than 250,000 daily calls to the API.

Access Credentials

Once you have successfully met the other requirements for the API, you will be given Access Credentials for your Application. "Access Credentials" means the necessary security keys, secrets, tokens, and other credentials to access the API. The Access Credentials enable us to associate your API activity with your Application. All activities that occur using your Access Credentials are your responsibility. Keep your Access Credentials secret. Do not sell, share, transfer, or sublicense them to any other party other than your employees or independent contractors. Do not try to circumvent them and do not require your users to obtain their own Access Credentials to use your Application (for example, in an attempt to circumvent call limits).

API License

Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, non-sublicensable (except to independent contractors so they may host, develop, test, operate, modify or support your Application in accordance with this Agreement), non-transferable, non-assignable license under LinkedIn's intellectual property rights during the duration and term of this Agreement (a) to use the APIs to develop, test, operate and support your dApp or application; (b) to distribute or allow access to your integration of the API within your Application to end users of your Application; and (c) to display the Content accessed through the APIs within your Application. You have no right to distribute or allow access to the stand-alone API.

4. FEES AND TAXES

By using the Services, you agree to pay all applicable fees. Bank fees, credit card and debit card fees charged for any digital asset purchases may be netted out of the settled amount of your digital asset purchases from Third Party Payment Services Partners. You are responsible for paying any additional fees charged by your financial service provider.

Zerion retains the right to collect fees now or in the future, including from positive price slippage. Price slippage is the difference in prices between the time a market order is placed and the time it completes on the blockchain or is filled. Slippage can either be positive or negative, depending on the direction of price change.

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transaction via Zerion Wallet or the Zerion Interface, and to withhold, collect, report and remit the correct amount of tax to the appropriate tax authorities.

5. RISK FACTORS

No Insurance

Digital asset is not legal tender, is not backed by the government, and digital asset accounts and value balances on Zerion are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections. Zerion is not a bank and does not offer fiduciary services. Zerion makes no guarantee as to the functionality of any blockchain network or dapp, which could, among other things, lead to delays, conflicts of interest, or operational decisions by third parties that are unfavorable to certain owners of digital asset or lead to your inability to complete a transaction using our Services. The transaction details you submit via the Services may not be completed or may be substantially delayed on the Ethereum network, and Zerion takes no responsibility for the failure of a transaction to be confirmed or processed as expected. There are no warranties or guarantees that a transfer initiated on the Services will successfully transfer title or right in any digital asset.

New Technical Risk

Both the Zerion Wallet and Zerion Interface are new. While this software has been extensively tested, the software used for these services is still relatively new and could have bugs or security vulnerabilities. Further, the software is still under development and may undergo significant changes over time that may not meet users' expectations.

Information Security Risk

Digital asset and use of the Zerion Wallet and Zerion Interface may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with Zerion Wallet and Zerion Interface in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum protocol rest on open source software, there is the software underlying the Services may contain intentional or unintentional bugs or weaknesses which may negatively affect Zerion Wallet and Zerion Interface or result in the loss of user's digital asset, the loss of user's ability to access or control their Zerion Wallet. In the event of such a software bug or weakness, there may be no remedy and users are not guaranteed any remedy, refund or compensation.

No Insurance or Regulatory Protections

You acknowledge that digital asset is not subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation. As a software provider, Zerion is not regulated by any federal or state regulatory agency and is not subject to the examination or reporting requirements of any such agencies.

Third-Party Resources and Promotions

The Zerion Interface may contain references or links to third-party resources, including (but not limited to) information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Interface. Zerion do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

Operation of Digital Asset Protocols

We do not own or control the underlying software protocols which govern the operation of digital asset supported on the Service. Generally, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee the functionality or

security of network operations. In particular, the underlying protocols may be subject to sudden changes in operating rules (including “forks”). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of the digital asset you store in your digital asset wallet. Zerion does not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information concerning the digital asset protocols when determining whether to continue to use a Zerion Service for the affected digital asset. You acknowledge and accept the risks of operating changes to digital asset protocols and agree that Zerion is not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules.

1. AVAILABILITY AND ACCURACY

Access and Availability

Although we strive to provide you with excellent service, we do not guarantee that the Zerion Interface will be available without interruption.

Accuracy

Although we intend to provide accurate and timely information on the Zerion Interface, the Zerion Interface (including, without limitation, the content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products, and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Zerion Interface are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation any websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any such third-party materials accessible or linked to the Zerion Interface.

2. INTELLECTUAL PROPERTY

Limited License

All content in and in the Services, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound, and other files, and their selection and arrangement (the “Content”), are the proprietary property of Zerion with all rights reserved. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Zerion's prior written permission, except as provided in the following sentence and except that the

foregoing does not apply to your own User Content (as defined below) that you legally post on the Zerion Interface. Provided that you are eligible for use of the Zerion Interface and Zerion Wallet, you are granted a limited license to access and use the Zerion Interface and to download or print a copy of any portion of the Content solely for your use in connection with your use of the Services, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content (as defined below), you may not republish Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Content is strictly prohibited. Any use of the Content other than as specifically authorized herein, without the prior written permission of Zerion, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause.

Trademarks

Zerion and other Zerion graphics, logos, designs, page headers, button icons, scripts and service names are trademarks or trade dresses of Zerion in the U.S. and/or other countries. Zerion's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Zerion. Zerion may, at its sole discretion, limit access to the Site and/or terminate the memberships of any users who infringe any intellectual property rights of Zerion or others.

Copyright Complaints

If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our Zerion as set forth below to info@zerion.io or by physical mail to Zerion Inc., 1412 Market Street, San Francisco, CA 94102.

To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication that includes the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

9.4. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Services ("Submissions"), provided by you to Zerion are non-confidential and shall become the sole property of Zerion. Zerion shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

3. GENERAL USE, PROHIBITED USE, AND TERMINATION

Prohibited Use

In connection with your use of the Services, and your interactions with other users, and third parties you agree and represent you will not engage in any unlawful activity, abusive activity, fraud, gambling, intellectual property infringement, or prohibited activities restricted by card networks (Collectively, "Prohibited Use") and as further defined on our Prohibited Use Policy. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your Zerion Wallet(s) and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use.

Suspension

Zerion may suspend and restrict your access to the Zerion Interface or API if: (i) We are so required by a facially valid subpoena, court order, or binding order of a government authority; (ii) We reasonably suspect you of using the Zerion Interface or API in connection with a Prohibited Use; (iii) Use of your using the Zerion Interface or API is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your activity; (iv) Our service partners are unable to support your use; (v) You take any action that Zerion deems as circumventing Zerion's controls, including, but not limited to, opening multiple instances of the Zerion API.

Not an Offering of Securities or Commodities

The content of the Site and the Services do not constitute an offer to buy or sell or a solicitation of an offer to buy or sell investments, securities, partnership interests, commodities or any other financial instruments; the content of the Site and the Services also do not constitute, and may not be used for or in connection with, an offer or solicitation by anyone in any state or jurisdiction in which such an offer or solicitation is not authorized or permitted, or to any person to whom it is unlawful to make such offer or solicitation.

No Advice

Zerion makes no representation or warranty, express or implied, to the extent not prohibited by applicable law, regarding the advisability of investing in securities, funds, commodity interests, partnership interests or other investments or funding or purchasing loans. The past performance of any investment, loan, security, partnership interest, commodity or financial instrument is not a guide to future performance. Zerion does not offer fiduciary services and is not your agent, advisor or fiduciary.

4. DISPUTES

Arbitration Agreement

If we cannot resolve the dispute through the Formal Complaint Process, you and we agree that any dispute arising out of or relating to this Agreement or the Services, including, without limitation, federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory, shall be resolved through binding arbitration, on an individual basis (the "Arbitration Agreement"). Subject to applicable jurisdictional requirements, you may elect to pursue your claim in your local small claims court rather than through arbitration so long as your matter remains in small claims court and proceeds only on an individual (non-class and non-representative) basis. Arbitration shall be conducted in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes (accessible at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>). This Arbitration Agreement includes, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. All such matters shall be decided by an arbitrator and not by a court or judge.

Arbitration Procedures

The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or parish in which you reside, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award and the arbitral decision may be enforced in any court. An arbitrator's decision and judgment thereon

will not have a precedential or collateral estoppel effect. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. To the extent permitted by law, the prevailing party in any action or proceeding to enforce this Agreement, any arbitration pursuant to this Agreement, or any small claims action shall be entitled to costs and attorneys' fees.

Waiver of Class Action and Jury Trial

YOU AND WE AGREE THAT, BY ENTERING INTO THIS AGREEMENT, THE YOU AND ZERION ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND WE ACKNOWLEDGE THAT ARBITRATION WILL LIMIT YOUR LEGAL RIGHTS, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO CONDUCT FULL DISCOVERY, AND THE RIGHT TO APPEAL (EXCEPT AS PERMITTED IN SECTION 12.3 OR UNDER THE FEDERAL ARBITRATION ACT).

Disclaimers

None of Zerion's, its parent, any of its affiliates, subsidiaries, providers or their respective officers, directors, employees, agents, independent contractors or licensors (collectively the "Zerion Parties") guarantees the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of any of the Content and the Zerion Parties disclaim liability for errors or omissions in the Content. This Zerion Interface and Zerion Wallet and all of the Content is provided "as is" and "as available," without any warranty, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the Content. The Zerion Parties do not warrant that the Zerion Interface is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under the laws applicable to this Agreement. Zerion cannot guarantee and does not promise any specific results from use of the Services to exchange, borrow, loan, stake or pool digital assets.

Release of Claims

You expressly agree that you assume all risks in connection with your access and use of the Services. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Interface and your interaction with the Services. If you are a California resident, you waive the benefits and protections of California Civil Code § 1542, which provides: "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Availability

The Zerion Interface may be temporarily unavailable from time to time for maintenance or other reasons. Zerion assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. Zerion is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on via the Services or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Zerion Interface and Zerion Wallet. Under no circumstances will Zerion be responsible for any loss or damage, including any loss or damage to any user Content, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Service, any User Content or Third Party Content posted on or through the Services or transmitted to users, or any interactions between users of the Services, whether online or offline.

Limitation on Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL ZERION OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES OR ANY OF THE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SERVICES, EVEN IF ZERION IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW ZERION'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO ZERION FOR THE SERVICES. IN NO CASE WILL ZERION'S LIABILITY TO YOU EXCEED THE LESSER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO ZERION IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO ZERION FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM ZERION, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Governing Law; Venue and Jurisdiction

By visiting or using the Services, you agree that the laws of the state of California, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern this Agreement. If you use the Services, the terms of the Services will be governed by federal laws and the laws of the state of California to the extent not preempted, without regard to any principle of conflicts of laws that would require or permit the application of the laws of any other jurisdiction.

Indemnity

You also agree to indemnify and hold Zerion, its subsidiaries, affiliates and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees, and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

5. GENERAL PROVISIONS

Amendments

We may amend or modify this Agreement by posting on Zerion Interface or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavor to provide you advanced notice via our website and/or email before the material change becomes effective.

Assignment

You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any Zerion affiliates or subsidiaries, or to any successor in the interest of any business associated with the Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors, and permitted assigns. In the event that Zerion is acquired by or merged with a third party entity or undergoes a change of control, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

Force Majeure

Zerion shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

Links to Other Web Sites and Content

The Zerion Interface and Zerion Wallet) contain (or you may be sent through the Zerion Interface and Zerion Wallet) links to other websites (“Third Party Sites”), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the “Third Party Content”). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Zerion Interface and Zerion Wallet or any Third Party Content posted on the Zerion Interface and Zerion Wallet), including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of or linking to any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Zerion Interface and Zerion Wallet.

No-Waiver

The failure of Zerion to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Notices

To give us notice under this Agreement, the user must contact Zerion by email to info@zerion.io.

Promotions

From time to time, Zerion may make available special offers or conduct promotions for qualifying users. Subject to applicable laws, Zerion may establish qualifying criteria to participate in any special promotion its sole discretion. Zerion may revoke any special offer at any time without notice. Zerion shall have no obligation to make special offers available to all users. Zerion makes no recommendation and does not provide any advice about the value or utility of any digital asset, pool, lending arrangement or Services otherwise subject to a promotion.

Severability

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

Survival

The following provisions of this Agreement shall survive termination of your use or access to the Zerion Interface and Zerion Wallet): the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Zerion Interface and Zerion Wallet).

APPENDIX A: PROHIBITED USE, PROHIBITED BUSINESS, AND CONDITIONAL USE POLICY

Prohibited Use

You may not use the Services to engage in the following categories of activity (“Prohibited Uses”). The specific of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us at info@zerion.io. By opening a Zerion Wallet or accessing the Zerion Interface or Zerion API, you confirm that you will not use your Account to do any of the following, as relevant:

- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Zerion Interface that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Services, computer systems or networks connected to the Services, through password mining or any other means; use Zerion Wallet

information of another party to access or use the Zerion Wallet, or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Zerion.

- Abuse Other Users: Interfere with another individual's or entity's access to or use of any Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Services about others, including without limitation email addresses, without proper consent.
- Fraud: Activity which operates to defraud Zerion, Zerion users, or any other person; provide any false, inaccurate, or misleading information to Zerion.
- Gambling: Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance
- Intellectual Property Infringement: Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Zerion intellectual property, name, or logo, including use of Zerion trade or service marks, without express consent from Zerion or in a manner that otherwise harms Zerion or the Zerion brand; any action that implies an untrue endorsement by or affiliation with Zerion.
- Unlawful Activity: Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Zerion conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.

Prohibited Business

You may not use your Zerion Wallet(s) to engage in the following categories of activity ("Prohibited Use(s)"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us at info@zerion.io. By opening a Zerion Wallet, you confirm that you will not use your Zerion Wallet to do any of the following:

- Counterfeit or Unauthorized Goods: Unauthorized sale or resale of a brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.
- High-risk businesses: any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.
- Intellectual Property or Proprietary Rights Infringement: Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.

- Investment and Credit Services: Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes.
- Multi-level Marketing: Pyramid schemes, network marketing, and referral marketing programs
- Pseudo-Pharmaceuticals: Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.
- Regulated Products and Services: Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age-restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis.
- Restricted Financial Services: Check cashing, bail bonds, and collections agencies.
- Substances designed to mimic illegal drugs: Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).
- Unfair, predatory or deceptive practices: Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.

Conditional Use

Express written consent and approval from Zerion must be obtained prior to using Services for the following categories of business and/or use ("Conditional Uses"). Consent may be requested by contacting us at info@zerion.io. Zerion may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use Services in connection with any of following businesses, activities, or practices:

- Money Services: Money transmitters, digital asset transmitters; currency or digital asset exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Services.
- Games of Skill: Games which are not defined as gambling under this Agreement or by law, but which require an entry fee and award a prize.
- Charities: Acceptance of donations for nonprofit enterprise.
- Religious/Spiritual Organizations: Operation of a for-profit religious or spiritual organization.

APPENDIX B: E-SIGN DISCLOSURES AND CONSENT

This policy describes how the Company delivers communications to you electronically. The Company may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, "Communications") that we provide in connection with your Zerion Wallet(s) and your use of the Zerion. Communications include:

- Terms of use and policies you agree to (e.g., the Zerion Terms of User and Privacy Policy), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account.

Zerion will provide these Communications to you by posting them on the Zerion website, emailing them to you at the primary email address listed in your Zerion profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;
- A current web browser that includes 128-bit encryption (e.g., Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;
- A valid email address (your primary email address on file with the Company); and
- Sufficient storage space to save past Communications or an installed printer to print them.

How to Withdraw Your Consent

You may withdraw your consent to receive Communications electronically by contacting us at info@zerion.io. If you fail to provide or if you withdraw your consent to receive Communications

electronically, the Company reserves the right to immediately close your Account or charge you additional fees for paper copies.

Updating your Information

It is your responsibility to provide us with a true, accurate, and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if the Company sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, the Company will be deemed to have provided the Communication to you.

You may update your information by logging into your account and visiting settings or by contacting our support team at info@zerion.io.