

Zerion Inc – TERMS AND CONDITIONS

Last Updated: September 1, 2023

PART 1. BACKGROUND AND OVERVIEW

1.1. **Term and Conditions.** These Terms and Conditions (the “Terms”) are offered to you (also referred to herein as “user”, “you” and “your”) by Zerion Inc (“Zerion”, “Company” “we”, “us” and “our”). The Terms, as well as any attached annexes and/or schedules (together “Annex”) governs provision of software services, including Zerion Interface and Zerion Wallet Services, (collectively, the “Services”) by Zerion through its web application, available at <https://app.zerion.io>, related mobile applications and browser extension.

1.2. **Acceptance of the Terms.** By accessing or using any or all of the Services, you expressly acknowledge that you have read and understood the Terms and the Privacy Policy (<https://s3.amazonaws.com/cdn.zerion.io/assets/privacy.pdf>), will together constitute the legal agreement between you and us (the “Agreement”), and agreed to bound the Agreement. For your own benefit and protection, Zerion highly recommends you take sufficient time to read and understand the Terms, the Privacy Policy and any other information published on our official website <https://zerion.io/> (the “Website”) and/or mobile application prior to accessing the Services.

1.3. **Services.** Zerion provides users software services to create and operate unhosted digital asset wallet (“Zerion Wallet”), to connect and operate a third-party digital asset wallets, to track and monitor a portfolio of digital assets as well as to access and interact with certain supported decentralized protocols and decentralized applications (collectively “Dapps”).

ZERION DOES NOT PROVIDE INVESTMENT OR FINANCIAL ADVICE OR CONSULTING SERVICES. WE DO NOT ADVISE OR MAKE RECOMMENDATIONS ABOUT ENGAGING IN DIGITAL ASSET TRANSACTIONS OR OPERATIONS. ZERION DOES NOT PROVIDE CUSTODY FOR DIGITAL ASSETS AND DOES NOT HAVE ACCESS TO YOUR DIGITAL ASSETS AND DOES NOT HAVE CONTROL OVER YOUR TRANSACTIONS. DECISIONS TO ENGAGE IN TRANSACTIONS OR PERFORM OPERATIONS INVOLVING DIGITAL ASSETS SHOULD BE TAKEN ON YOUR OWN ACCORD.

1.4. **Contact and Support.** If you have any queries or do not fully understand the provisions of the Terms, the Policies or any other document made available to you by us, then please contact us at legal@zerion.io.

PART 2. DEFINITIONS

2.1. In the Agreement:

"Applicable Law" means any law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any person (including all parties to these Terms), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority;

"Bridge" means the process of transferring digital assets from one blockchain network to another;

"Dapp (Decentralized application)" means application that operates on a decentralized network, typically a blockchain or a peer-to-peer network, including decentralized finance (DeFi), gaming, identity verification, social networks, and others;

"Dapp Browser" means built-in browser in Zerion App to help users in connecting and interacting with decentralized applications developed on blockchain technology;

"DEX (Decentralized exchange)" means platforms or protocols that facilitate the peer-to-peer trading of digital assets, such as cryptocurrencies, without the need for intermediaries or central authorities;

"Digital Asset" means the representation of resources that are issued and transferred using blockchain technology;

"Digital Asset Transaction" means a transaction in Digital Assets launched by the User via Zerion Interface;

"Digital Asset Transfer" shall have the meaning ascribed to the term in Clause 5.3.1;

"Digital Asset Wallet" means a software application, piece of hardware, or other device or service that stores a user's public and private cryptographic keys, which allow users to interact with one or more blockchains and, inter alia, to send and receive digital assets;

"Fees" means all fees imposed by Company for the use of the Services according to Part 6;

"Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"Recovery Phrase" means a string of randomly generated words with a unique sequence, that acts as a cryptographic representation of the private keys associated with the wallet and serves as a backup and can be used to restore access to a cryptocurrency wallet;

"Services" means services and all related features, content and applications described in Part 4 and 5 available to Users;

“Sign Message” means the process of adding a digital signature to verify the authenticity, integrity, and origin of the message using a private key.

“Sign Transaction” means the process of digitally signing a transaction with User’s private key, this way the sender cryptographically proves their ownership of the assets being transferred and authorizes the transaction to be included in the blockchain. The digital signature also ensures that the transaction cannot be altered or tampered with during the process of transmission.

“Supported Digital Assets” means only those particular Digital Assets listed as available to store in your Digital Asset Wallet (as defined below);

“Swap” means transaction for exchange of one digital asset or token for another at an agreed-upon exchange rate, typically facilitated through a decentralized exchange (DEX);

“Taxes” means any taxes, duties or fees that incurred, required to be collected, paid or withheld for any reason in connection with your use of the Services under any Applicable Law;

“Third-Party Digital Asset Wallet” means any Digital Asset Wallet connected to Zerion Interface;

“Zerion App” means the mobile application software developed, owned and released by Zerion and available for download for Android or Apple iOS, including all content and services listed in Part 4, 5 and made available on or through the same, and any and all updates, upgrades, supplements, releases and versions thereof;

“Zerion DNA” means Zerion Dynamic NFT Avatar (DNA), a dynamic NFT that evolves with every wallet action. Your Zerion DNA is your on-chain footprint, reflecting the networks you use, assets you hold and gas you’ve spent.

“Zerion Interface” means services provided by Zerion as described in Part 5.

“Zerion Wallet” means a unhosted Digital Asset Wallet, where users use the private key controlling the digital assets to transact directly on a blockchain, run by Zerion as described in Part 4.

2.2. **General interpretation.** In these Terms:

2.2.1. A reference to a “Clause” or “Annex” or “Part” shall be construed as a reference to, respectively, a Clause or Schedule or Part of these Terms, unless the context requires otherwise.

2.2.2. A reference to a “document” shall be construed to include any electronic document.

2.2.3. The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires.

2.3. **Headings.** Headings are for ease of reference only and do not form a part of these Terms.

PART 3. ELIGIBILITY OF THE SERVICES

3.1. **Eligibility for a physical person.** To be eligible to use the Services:

- (i) you must be at least eighteen (18) years old and legally competent to enter into these Terms;
- (ii) you must not be a resident of sanctioned jurisdictions according to any trade embargoes, UN Security Council Resolutions (“UNSCR”) or HM Treasury’s financial sanctions regime; and
- (iii) you must not be currently the subject of or subject to economic sanctions such as the United Nations Security Council Sanctions List, the list of specially designated nationals maintained by OFAC, the denied persons or entity list of the U.S. Department of Commerce or any similar list maintained by any other relevant sanctions authority.

3.2. Eligibility for a legal entity. To If you are using our Services on behalf of a legal entity, you further represent and warrant that:

- (i) the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;
- (ii) the legal entity must not be currently the subject of or subject to economic sanctions such as the United Nations Security Council Sanctions List, the list of specially designated nationals maintained by OFAC, the denied entity list of the U.S. Department of Commerce or any similar list maintained by any other relevant sanctions authority.
- (ii) you are duly authorized by such a legal entity to act on its behalf.

3.3. Availability of the Services depending on the jurisdiction . You can only use our Services if permitted under the laws of your jurisdiction. For the avoidance of doubt, you may not use our Services if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of our Services would be illegal or otherwise violate any applicable laws. Please make sure that these Terms are in compliance with all laws, rules, and regulations that apply to you.

3.4. Limiting Availability of the Services. By using Zerion, you represent and warrant that you meet all eligibility requirements that we outline in these Terms. We may still refuse to let certain people access or use Services and we reserve the right to change our eligibility criteria at any time

PART 4. ZERION WALLET SERVICES

4.1. Zerion Wallet. Users have access to Zerion Wallet, an unhosted (non-custodial) digital wallet for holding Supported Digital Assets developed by Zerion. You control the Digital Assets held in your Zerion Wallet as 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 Assets by sending it to a different blockchain address.

4.2. **Ownership and Control.** When holding your digital assets in Zerion Wallet, Zerion does not maintain control over your Zerion Wallet or private keys. You own and control Digital Assets held in your Zerion Wallet. As the owner of Digital Assets in your Zerion Wallet, you shall bear all risk of loss of such Digital Assets. Users are responsible for the risk of loss of their private keys and Zerion may not recover such keys.

4.3. **Recovery Phrase.** Zerion Wallet generates a 12-word recovery phrase, known as a 'seed' phrase, 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. Zerion also allows you to import private keys without a Recovery Phrase, which means that you are responsible for keeping your private key safe, as in case of its loss or leak you won't be able to access your assets or they can be stolen.

4.4. **Safety Measures for Recovery Phrase.** Please take all necessary measures to keep your recovery phrase safe, as in case of the leak of your recovery phrase it will lead to the loss of the funds. As an added safeguard, we built a Google Drive and iCloud backup feature so you can back up your encrypted 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 in your Zerion App you need to tap "Settings", then "Manage Wallets", and select a wallet, and then "Recovery Phrase" from your Zerion Wallet mobile or desktop application. You can copy and backup the Recovery Phrase by any means you consider appropriate and safe for your Recovery Phrase.

4.4. **Supported Digital assets.** Zerion Wallet supports all ERC-20 tokens, fungible tokens created using the Ethereum blockchain, multichain tokens including chains like Polygon, Optimism, Arbitrum, zkSyn, Solana, Binance Smart Chain, full list [here](#)), staked tokens, liquidity Pools, rewards, debts, and other DeFi positions, multichain NFTs. To see all the supported digital assets, you can store and transfer on Zerion Wallet, open the mobile app, choose a wallet and view the stored assets. When you connect your Zerion Wallet to our web application hosted at <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. Please note that if you connect a Third-Party Digital Asset Wallet with unsupported Digital Assets, these Digital Assets will not be shown in User Interface, however it doesn't impact your ownership of Digital Assets, and they belong to your private key.

PART 5. ZERION INTERFACE SERVICES

5.1. **General.** The Zerion Interface consists of the Zerion web-hosted user interface, available at <https://app.zerion.io>, Zerion browser extension, and the Zerion App, 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 Dapps. In order to use the Zerion Interface, you must already have a Digital Asset Wallet that is supported by the Zerion Interface.

5.2. Functionality of Zerion Interface. Zerion Interface enables Users to:

- (i) initiate Digital Assets Transfers;
- (ii) track and monitor your portfolio of Digital Assets, as well as personalized digital asset portfolio;
- (iii) view and monitor real-time movements of digital assets;
- (iv) access Dapps in accordance with the following Terms;
- (v) sign messages and sign transactions.

5.3. Digital Asset Transfer

5.3.1. Digital Asset Transfer. Users can send, request, receive Digital Assets supported by Zerion Wallet and/or Third-Party Digital Asset Wallet to/from third parties by giving instructions through the Services.

5.3.2. Transfers from the Third-Party Digital Asset Wallet. When you request to make a transfer of digital assets stored at the Third-Party Digital Asset Wallet, you will be redirected to initiate a transfer from your Third-Party Digital Wallet's interface or a web plug-in that interacts with the Zerion Interface. 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.

5.3.3. Outcoming Transfer. When you send Digital Asset from your Zerion Wallet or connected Third-Party Digital Asset 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 it. The Company shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address, incorrect Destination Tag/Memo, or if you send your Digital Assets to an incompatible wallet. We do not guarantee the identity or value received by a recipient of an Outcoming Transfer. We may cancel or refuse to process any pending Outcoming Transfers as required by law or any court or other authority to which Company is subject in any jurisdiction.

5.3.4. Incoming 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 ensuring that the Digital Asset being sent is a Supported Digital Asset that conforms to the particular wallet address to which funds are directed, including any required destination tag/memo, 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.

5.3.5. Pending Transaction. Once the Transfer has been broadcasted to the relevant digital asset network it takes time for confirmation by the digital asset network, and the transaction remains in a pending state. Digital Asset Transfers cannot be reversed and Digital Assets engaged in the pending transfer are not available for use 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.

5.4. 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.

5.5. Third-Party Decentralized Services.

5.5.1. Description of Third-Party Decentralized Services. Zerion Interface provides access to or link to third-party services, such as DEXs, and/or Dapps (“Third Party Services”) and enables you to access Third Party Services via a Dapp browser or functionality embedded within Zerion Interface, e.g. Swap and/or Bridge function.

5.5.2. Access to the Third-Party Decentralized Services via Dapp Browser. While using Zerion App you have access to Third-Party Decentralized Services via Dapp Browser and can login to Third-Party Decentralized Services using the Digital Asset Wallet address connected to Zerion Interface. Dapps accessible via Dapp Browser may also involve accessing certain digital asset markets, boards, or interfaces allowing for complex financial transactions.

5.5.3. Access to the Third-Party Decentralized Services functionality embedded within Zerion Interface. The functionality of the certain Third-Party Decentralized Services functionality is embedded within Zerion Interface which allows Users to commence Digital Asset Transactions, e.g. swap and/or bridge of Digital Assets. Users have full control over the Digital Assets and can choose the quote for Transaction among the quotes proposed by third-party service providers that can be accessed via Zerion Interface. 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.

5.5.4. Disclaimer. When accessing Third Party Services, you understand that you are at no time transferring your assets to us. We provide access to Third Party Services only as a convenience, do not have control over their content, do not warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products, assets, or services on or accessible from those Third Party Services (including any related websites, resources or links displayed therein). Third Party Services may provide access to assets which have high risks of illiquidity, devaluation, lockup, or loss.

5.6. 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. The Company is not responsible for any exchange rates offered by the relevant third party service provider and for any fees charged by the relevant third party service provider(s) or your bank or credit card issuer(s).

5.7. Zerion DNA.

5.7.1. Zerion DNA. Zerion DNA is a dynamic NFT meant to change its appearance reflecting Zerion Wallet transactions entered by User. Each User, who holds a Zerion Wallet Account can mint a free Zerion DNA. Users that hold Zerion DNA will be charged only for gas fees. You shall store it in the Zerion Wallet to ensure your DNA's evolution.

5.7.2. Characteristics of Zerion DNA. Your Zerion DNA is composed of six attributes that combine to form your on-chain footprint and are represented by different layers in your NFT. Predictable Attributes are relatively static and can only evolve positively or remain constant: *Headwear* - the number of transactions; *Body* - the number of weeks the DNA was held; *Background* - gas spent on transactions in Zerion Wallet. Dynamic Attributes refers to the other three attributes that are dynamic and fluctuate with market movement and frequent transaction. Dynamic Attributes include: *Clothing* - the value of your assets; *Color* reflects the network with the highest balance in your Zerion Wallet; *Filling* is influenced by the number of tokens you hold in your Zerion Wallet.

5.7.3. Proprietary rights. User has full proprietary rights on its Zerion DNA and can transfer it to the other Digital Asset Wallet, however Zerion DNA will not be evolving, as it can reflect the transactions commenced using Zerion Wallet address where Zerion DNA is stored. If User has two or more Zerion DNA at his Zerion Wallet, only 'Primary' Zerion DNA will be evolving. Users who hold certain kinds of Zerion DNA may be part of the Zerion loyalty program .

PART 6. FEES AND TAXES

6.1. Fees. By using the Services, you agree to pay all applicable fees. Fees applicable to the Services or any component of the Services, if any, shall be published at <https://zerion.io/> and/or Zerion Interface. Zerion reserves its right to charge Users with Swap Fees, Bridges Fees and the other fees now or in future set by the Company and published at Zerion Website.

6.2. Alteration of Fees. The Company reserves the right to modify, from time to time the size, the amounts and the percentage rates of its fees providing the User with a respective notification of such charges accordingly. Any alteration to charges will be notified to you in advance of the relevant change via our Website or the mobile app. You need to monitor and/or to regularly check the fees and charges on our Website or in the mobile app, taking into account that the Company is under no obligation to make personal notifications of the alterations to the

charges. Your continued use of our platform shall be considered as your consent and agreement to such changes and shall be governed by those Terms and Conditions, as modified. If you do not wish to be bound by those changes you should cease to use our platform and inform us immediately.

6.3. **Digital Asset Transfer Fees.** Zerion does not charge any fees when receiving or sending Digital Assets from/to another wallet location.

6.4. **Fee Waiver.** Zerion reserves the right to provide Fee waiver to the certain Users following the rules of loyalty or promotions programs.

6.5. **Third Parties and Network Fees.** Please note, that network fees and third parties fees can be imposed to any Transactions and Digital Asset Transfer and have no relation to Zerion 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.

6.6. **Taxes.** 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.

PART 7. AVAILABILITY AND ACCURACY

7.1. **Access and Availability.** While the Services have been extensively tested, the software used for the 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.

7.2. **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.

PART 8. DESCRIPTION AND ACKNOWLEDGMENT OF RISKS

8.1. **No Insurance or Regulator protection.** Digital assets are not legal tender, are 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. 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.

8.2. **Technical Risks.** 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 or user data, 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.

8.3. **Network Risks.** 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 Assets 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 Assets.

8.4. **Security Risk.** Digital Assets 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 Assets, 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.

8.5. **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 does 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.

8.6. Operation of Digital Asset Protocols. We do not own or control the underlying software protocols which govern the operation of Digital Assets 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 Assets 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.

8.7. Volatility Risks. Zerion shall have no liability for Digital Asset fluctuations or loss associated with your use of a Zerion Wallet and Zerion Interface. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Digital Assets by sending it to a different blockchain address.

PART 9. INTELLECTUAL PROPERTY

9.1 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. **IMPORTANT:** Zerion provides all information as is and you may not redistribute information displayed on or provided by the Zerion Interface.

9.2. **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.

9.3. **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, 50 California Street Suite 1500, San Francisco, CA 94111.

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.

PART 10. GENERAL USE, PROHIBITED USE, AND TERMINATION

10.1. **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. You agree that you are only using our Services with legally-obtained funds that rightfully belong to you. 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 and/or prevent you from entering into transactions via Zerion Interface if we determine, in our sole discretion, that your Account is associated with a Prohibited Use.

10.2. **Suspension.** Zerion may suspend, restrict or terminate your access to the Zerion Interface 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 Services in connection with a Prohibited Use; (iii) Use of your using the Services 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.

10.3. **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.

10.4. **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.

PART 11. DISPUTES

11.1. **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.

11.2. **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.

11.3. **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).

11.4. **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.

11.5. 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."

11.6. 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.

11.7. 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.

PART 12. LIMITATION OF 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)

THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$USD100.00) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION 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.

WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED THIRD PARTY SERVICES, THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY WEBSITES, APPLICATIONS, OR RESOURCES, INCLUDING RISK OF LOSS FOR ASSETS TRADED THROUGH SUCH THIRD-PARTY SERVICES. IN NO EVENT WILL COINBASE BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THIRD PARTY SERVICES. THIS SECTION OPERATES IN ADDITION TO ANY LIMITATION OF LIABILITY EXPRESSED ELSEWHERE IN THIS USER AGREEMENT

PART 13. GENERAL PROVISIONS

13.1. **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. 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. 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.

13.2. **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 insure 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.

13.3. **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.

13.4. **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.

13.5. **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.

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

13.7. **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 at 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 assets, pool, lending arrangement or Services otherwise subject to a promotion.

13.8. **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.

13.9. **Access to the Digital Assets.** Your access to the Digital Assets in your Zerion Wallet after termination will depend on your access to your backup of your Wallet address and private key.

13.10. **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 uses 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 enterprises.
- 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 Use 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.