

## TZERO CRYPTO APP SERVICE USER AGREEMENT

This User Agreement (this “**Agreement**”) is a contract between you and Bitsy, Inc., a Utah corporation, doing business as tCrypto, tWallet, tZERO Crypto, tZERO wallet, tZERO Crypto Wallet, tZERO Crypto App (Beta), and/or tZERO Crypto App (collectively, “**tZERO Crypto**,” “**we**,” “**us**,” or “**ours**”). By creating a user account with tZERO Crypto (“**tZERO Crypto Enrollment**”) through tzero.com, or any associated websites, APIs, or mobile applications and websites (collectively the “**tZERO Platform**”), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement. As used herein, “**User**” refers to you and all other Users of the tZERO Crypto Services (as defined below).

This Agreement is effective upon the date you first click “I agree” or you download, install, or use the tZERO Crypto App or any Services or Content available through the tZERO Crypto App.

This Agreement does not apply to the other websites or mobile applications of tZERO Group, Inc. or any of its other affiliates, or any of the services provided through those other websites or mobile applications. Please refer to the privacy policies for those other websites and mobile applications for the data collection, use, and sharing practices applicable to those websites and mobile applications.

### About the tZERO Crypto Service

The tZERO Crypto Service allows you to buy from and sell back to tZERO Crypto those cryptocurrencies supported by tZERO Crypto (currently Bitcoin, Ethereum and Ravencoin, but others as notified to you) and other digital financial assets (such cryptocurrencies and other digital financial assets purchased and supported through the tZERO Crypto Service shall be collectively referred to as “**Assets**”). The tZERO Crypto Service also allows you to hold such supported Assets in your tZERO Crypto Wallet and transfer such supported Assets to third parties.

The tZERO Crypto Service is unique, however, in that *you own, hold and control your own tZERO Crypto Wallet and its associated Assets*. When you download the tZERO Crypto App onto your laptop, cell phone or other mobile device (“**Your Device**”) and instruct the movement of Assets to your tZERO Crypto Wallet (as defined below), all access to your Assets’ value—including all private keys—are held by you, not a third party. Moreover, if the unexpected happens and Your Device is stolen, lost or damaged, tZERO Crypto’s unique backup private key storage system allows you to obtain access to the then-current value of your Assets in the tZERO Crypto Wallet following a research and rebuild process (which may take approximately 1-4 weeks), for a reasonable fee. (**See Lost Key Process below.**) In short, with the tZERO Crypto Wallet, you have the advantage of having access to your Assets held by you on Your Device, while also having protection in the event of loss.

WE ASSUME NO RESPONSIBILITY FOR YOUR DEVICE OR FOR ANY LOSSES OR LIABILITIES THAT YOU MAY SUSTAIN DUE TO YOUR DEVICE OR THE USE OF YOUR DEVICE , WHETHER AUTHORIZED OR UNAUTHORIZED. You agree to uninstall and delete all copies of the tZERO Crypto App from Your Device before transferring ownership or control of Your Device to any third party.

At this time, the tZERO Crypto Service is available solely to U.S. residents. When you make a purchase using ACH or Wire Transfer, you will be purchasing (at the same price and pursuant to the terms of this same Agreement) from Bitsy, Inc., a company based in the United States.

## 1. Applicable Laws and Regulations.

Your enrollment with tZERO Crypto and your conduct on the tZERO Crypto App may be subject to the applicable laws, regulations, and rules of any appropriate governmental or regulatory authority (the “**Applicable Laws and Regulations**”) including, but not limited to:

- All applicable federal laws, regulations, and rules, including, but not limited to:
  - The Bank Secrecy Act of 1970 (“**BSA**”);
  - Anti-Money Laundering (“**AML**”) and Counter-Terrorist Financing (“**CTF**”) provisions under United States law and any other rules and regulations regarding AML/CTF within the United States and the individual states;
  - Applicable regulations and guidance set forth by the U.S. Department of the Treasury’s (“**Treasury**”) Financial Crimes Enforcement Network (“**FinCEN**”), including, but not limited to, its Money Services Business (“**MSB**”) regulations;
  - Sanctions program rules implemented by Treasury’s Office of Foreign Assets Control (“**OFAC**”);
  - The USA PATRIOT Act of 2001 (“**Patriot Act**”); and
  - The Commodity Exchange Act (“**CEA**”).
- Applicable laws, regulations and rules of relevant tax authorities;
- Applicable laws, regulations and rules of the various states within which tZERO Crypto operates and wherein its customers reside, including, but not limited to, those states’ money transmission laws;
- Laws, regulations and rules that may be applicable to the transactions using the tZERO Crypto Services; and
- To the extent the above laws may be applicable to your use of the tZERO Crypto Service, you acknowledge and agree that, by enrolling in the tZERO Crypto Service or utilizing the tZERO Crypto App, you will act in compliance with and be legally bound by this Agreement as well as the Applicable Laws and Regulations. The continued use of your tZERO Crypto Enrollment and the tZERO Crypto App is conditioned on continued adherence at all times to this Agreement and all Applicable Laws and Regulations.

## 2. tZERO Crypto Services.

### 2.1. Eligibility.

To be eligible to use tZERO Crypto and tZERO Crypto Services, you must be at least 18 years old and you must create a tZERO Crypto Enrollment pursuant to section 3 of this Agreement. By creating a tZERO Crypto Enrollment, you represent and warrant to tZERO Crypto that you are at least 18 years old and able to enter into contracts, including this Agreement.

Additionally, the tZERO Crypto App is available solely to U.S. residents. By accessing or using the tZERO Crypto App or any Services through the App, you represent and warrant that you are a U.S. resident.

## 2.2. tZERO Crypto Services.

Your tZERO Crypto Enrollment encompasses the basic services offered by tZERO Crypto (collectively, the “**tZERO Crypto Services**”) which currently include the following:

- A hosted digital financial assets wallet (a “**tZERO Crypto Wallet**”) that is loaded on Your Device and that allows Users to store certain supported Assets and to track, transfer, and manage supported Assets;
- Asset purchase and sale services through which Users can buy Assets from and sell Assets to tZERO Crypto;
- A tZERO Crypto two-private-key solution that provides security for your Assets;
- The tZERO Crypto “Lost Key Process” that protects you in the event Your Device is lost, stolen or damaged or in the event of your death (**See Section 4.14 (Lost Key Process) below**).
- Access to your transaction records.

Please see Section 4.11 for current service fees.

At this time, the tZERO Crypto Services do not include access to a wallet that can hold U.S. Dollars or any other fiat currencies; however, when and if such a service becomes available, we will notify you.

The tZERO Crypto Services are offered, depending on your jurisdiction of residence, by tZERO Crypto exclusively or with the assistance of Beckstrand & Associates Employees Credit Union, an insured, federally-regulated, state-chartered, financial institution, (the “**Credit Union**”). Either tZERO Crypto or the Credit Union will send instructions to tZERO Crypto’s exchange accounts to transfer Assets from those accounts into or out of the tZERO Crypto Wallet on Your Device. If your account is serviced by the Credit Union, both tZERO Crypto *and* the Credit Union will conduct due diligence with regard to your account application and subsequent use of the tZERO Crypto Services.

The Assets that tZERO Crypto supports may change from time to time and currently includes Bitcoin, Ethereum and Ravencoin. See Appendix 4 of this Agreement (the “**Supported Assets List**”) for an up-to-date listing of all tZERO Crypto Supported Assets. We will notify you when additional supported Assets are available.

tZERO Crypto will provide you with reasonable notice under the circumstances of any decision to stop supporting a supported Asset, so that you will have a reasonable opportunity to move such supported Asset out of your tZERO Crypto Wallet. If you have any questions about which Assets tZERO Crypto currently supports, please email [tzerocrypto-legal@tzero.com](mailto:tzerocrypto-legal@tzero.com).

## 2.3. Purchasing, Selling and Transferring Assets.

When you wish to purchase Assets from tZERO Crypto (see Section 4.9 of this Agreement), tZERO Crypto or the Credit Union will send instructions to tZERO Crypto’s exchange account to deliver the purchased Assets to your tZERO Crypto Wallet. When a User wants to sell Assets to tZERO Crypto (see section 4.10 of this Agreement), or transfer Assets to a third party, you will transfer Assets directly to tZERO Crypto’s exchange account and tZERO Crypto will instruct its bank to transfer the corresponding funds from the sale to your linked bank account.

## 2.4. Assumption of Risk.

THERE IS A SIGNIFICANT RISK OF LOSS INHERENT IN PURCHASING, TRADING, HOLDING, AND TRANSACTING DIGITAL FINANCIAL ASSETS. The following is a non-exhaustive list of risks involved in accessing or using tZERO Crypto to purchase and hold Digital Financial Assets:

- The risk of loss in trading Assets is substantial and losses may occur over a short period of time;
- The price and liquidity of Assets has been subject to large fluctuations in the past and is likely to be subject to large fluctuations in the future;
- Legislative and regulatory changes or actions at the federal, state or international level may adversely affect the use, transfer, exchange, and value of Assets;
- In your jurisdiction, tZERO Crypto may not be regulated as a financial institution;
- Transfers of digital currency into your tZERO Crypto Account may not be considered deposits under the applicable laws, rules, or regulations in your jurisdiction;
- Assets are not legal tender and are not backed by any governmental authority; Transactions made with Assets are generally irreversible, and, accordingly, losses due to fraudulent or accidental transactions are generally not recoverable;
- Asset Transactions (as defined in section 4.1 of this Agreement) are deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction;
- The value of Assets is derived from the continued willingness of market participants to exchange fiat currency or Assets for other Assets, which may result in the potential for permanent and total loss of value of a particular Asset should the market for that Asset disappear;
- The nature of Assets may lead to an increased risk of fraud or cyber-attack; and
- Any bond or trust account maintained by tZERO Crypto for the benefit of our Users may not be sufficient to cover all losses due to theft or fraud incurred by Users.

YOU ACKNOWLEDGE AND AGREE THAT TZERO CRYPTO IS NOT A REGISTERED BROKER-DEALER, UNDERWRITER, INVESTMENT BANK, OR INVESTMENT ADVISER, AND THAT TZERO CRYPTO IS NOT PROVIDING BROKERAGE, INVESTMENT BANKING, OR UNDERWRITING SERVICES, RECOMMENDATIONS OR INVESTMENT ADVICE TO YOU.

YOU AGREE AND UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE NATURE, POTENTIAL VALUE, SUITABILITY, AND APPROPRIATENESS OF DIGITAL FINANCIAL ASSETS AND THESE RISKS FOR YOURSELF, AND THAT TZERO CRYPTO DOES NOT GIVE ADVICE OR RECOMMENDATIONS REGARDING ASSETS, INCLUDING THE SUITABILITY AND APPROPRIATENESS OF, AND INVESTMENT STRATEGIES FOR, SUCH ASSETS.

YOU AGREE AND UNDERSTAND THAT YOUR ACCESS AND USE OF THE TZERO CRYPTO SERVICE AND TZERO CRYPTO WALLET IS ENTIRELY AT YOUR OWN RISK; HOWEVER, THIS BRIEF STATEMENT DOES NOT DISCLOSE ALL OF THE RISKS ASSOCIATED WITH DIGITAL FINANCIAL ASSETS AND USING THE TZERO CRYPTO SERVICE AND TZERO CRYPTO WALLET. YOU SHOULD, THEREFORE, CAREFULLY CONSIDER WHETHER SUCH USE IS SUITABLE FOR YOU IN LIGHT OF YOUR CIRCUMSTANCES AND FINANCIAL RESOURCES. YOU SHOULD BE AWARE THAT YOU

MAY SUSTAIN A TOTAL LOSS OF THE VALUE OF ASSETS IN YOUR TZERO CRYPTO WALLET, INCLUDING YOUR SUPPORTED ASSETS IN YOUR TZERO CRYPTO WALLET, AND THAT UNDER CERTAIN MARKET CONDITIONS, YOU MAY FIND IT DIFFICULT OR IMPOSSIBLE TO LIQUIDATE A POSITION.

YOU ACKNOWLEDGE AND AGREE THAT TZERO CRYPTO IS NOT LIABLE FOR ANY MISUSE, LOSS, OR THEFT OF ANY DIGITAL FINANCIAL ASSETS, OR FOR ANY UNAUTHORIZED, MISTAKEN OR ACCIDENTAL TRANSFERS.

YOU ACKNOWLEDGE AND UNDERSTAND THAT DIGITAL CURRENCY—SUCH AS BITCOIN, ETHEREUM OR RAVENCOIN—IS NOT PROTECTED BY FEDERAL DEPOSIT INSURANCE CORPORATION (“**FDIC**”) INSURANCE OR OTHER INSURANCE.

SUPPORTED ASSET VALUES CAN FLUCTUATE SUBSTANTIALLY WHICH MAY RESULT IN A TOTAL LOSS OF THE VALUE OF ASSETS HELD IN YOUR TZERO CRYPTO WALLET. WE DO NOT OWN OR CONTROL ANY OF THE PROTOCOLS THAT ARE USED IN CONNECTION WITH ASSETS AND THEIR RELATED DIGITAL CURRENCY NETWORKS, INCLUDING THOSE RESULTING FROM A FORKED NETWORK (AS DEFINED IN SECTION 4.7 OF THIS AGREEMENT). ACCORDINGLY, WE DISCLAIM ALL LIABILITY RELATING TO SUCH PROTOCOLS AND ANY CHANGE IN THE VALUE OF ANY SUPPORTED ASSETS (WHETHER OF A FORKED NETWORK OR OTHERWISE), AND WE MAKE NO GUARANTEES REGARDING THE SECURITY, FUNCTIONALITY, OR AVAILABILITY OF SUCH PROTOCOLS OR DIGITAL CURRENCY NETWORKS. YOU ACCEPT ALL RISKS ASSOCIATED WITH THE USE OF THE TZERO CRYPTO SERVICE TO CONDUCT TRANSACTIONS, INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE FAILURE OF HARDWARE, SOFTWARE, AND INTERNET CONNECTIONS.

YOU SHOULD CAREFULLY CONSIDER WHETHER PURCHASING, TRADING, HOLDING, OR TRANSACTING WITH DIGITAL FINANCIAL ASSETS IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION. BY PURCHASING, TRADING, HOLDING, OR TRANSACTING BY WAY OF THE TZERO CRYPTO SERVICES, YOU EXPRESSLY ASSUME ALL FINANCIAL, ECONOMIC, AND TECHNOLOGICAL RISKS ASSOCIATED WITH SUCH TRANSACTIONS.

### **3. Creating a tZERO Crypto Enrollment.**

#### **3.1. Registration of a tZERO Crypto Enrollment.**

In order to use the tZERO Crypto Services, you will need to register and obtain a tZERO Crypto Enrollment. During the registration process, we will ask you for information, including your name and other personal information, to verify your identity. We may, in our sole discretion, or the Credit Union may, in its sole discretion, refuse to establish a tZERO Crypto Enrollment for you or otherwise restrict your access to tZERO Crypto Services. If you reside in a jurisdiction serviced by tZERO Crypto and the Credit Union, the Credit Union will have the ultimate authority to decide whether to establish a tZERO Crypto Enrollment for you and allow you to access the tZERO Crypto Services.

#### **3.2 Identity Verification.**

During registration of your tZERO Crypto Enrollment, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crimes, and permit us to keep a record of such information.

You will need to complete the verification procedures described in Appendix 2 of this Agreement (the “**Verification Procedures**”) before you are permitted to use the tZERO Crypto Services. Your access to one or more tZERO Crypto Services and the limits that apply to your use of the tZERO Crypto Services may be altered from time to time as a result of information you provide to tZERO Crypto and that tZERO Crypto collects about you.

The information we request includes, at a minimum, the following personal information: your name, physical street address (no post office boxes), telephone number, e-mail address, date of birth, and for certain transactions, taxpayer identification number, an unexpired government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, account number and bank statement). In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. We may request other additional information from time to time.

You agree to inform us of any changes to the personal information you provide us. You are liable for any adverse consequences arising out of the incompleteness or inaccuracy of any personal information that you provide to us.

You authorize us to make any credit or other investigative inquiries (including, without limitation, obtaining a consumer report) which we consider appropriate to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we deem reasonably necessary based on the results of such inquiries, in connection with your tZERO Crypto Enrollment. If we do so, then upon your request, we will tell you whether we obtained a consumer report and the names and addresses of any consumer-reporting agencies that provided such reports. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries and initiate their own investigations and response procedures.

If you believe that we have furnished any inaccurate information relating to your Enrollment to any consumer-reporting agency, you may notify us by email at [tzerocrypto-legal@tzero.com](mailto:tzerocrypto-legal@tzero.com). To help us respond to your notification, you must include your name, address, Enrollment number, Social Security Number, the name of the consumer-reporting agency reflecting the inaccurate information, and an explanation of why you believe the information is inaccurate. You understand that you may also contact the appropriate consumer-reporting agency directly at the appropriate address and toll-free number: Equifax, P.O. Box 740241, Atlanta, GA 30374, 1-800-685-1111; Trans Union, P.O. Box 1000, Chester, PA 19022, 1-800-916-8800; or Experian, P.O. Box 2002, Allen, TX 75013, 1-888-397-3742.

## **4. The tZERO Crypto Service**

### **4.1. tZERO Crypto Wallet**

Upon creating a tZERO Crypto Enrollment you will receive the tZERO Crypto App that will allow you to download your tZERO Crypto Wallet onto Your Device. After we complete the Verification

Procedures and notify you of your successful tZERO Crypto Enrollment, you will be able to use your tZERO Crypto Wallet to buy Assets from tZERO Crypto and sell Assets to tZERO Crypto ("**Exchange Transactions**"), as well as transfer Assets to third parties through the tZERO Crypto App ("**Transfer Transactions**").

tZERO Crypto and the Credit Union reserve the right to suspend, refuse to process or to cancel any pending Exchange Transaction as required by law or in response to a subpoena, court order, or other binding government order, to enforce transaction limits, or as otherwise set forth in this Agreement. If you reside in a jurisdiction serviced by tZERO Crypto *and* the Credit Union, the Credit Union will make the ultimate decision whether to refuse to process or to cancel any pending Asset Transaction.

tZERO Crypto cannot reverse Asset Transactions or Exchange Transactions that have been recorded in any blockchain-based digital currency network. The tZERO Crypto Wallet only works with supported Assets. The tZERO Crypto Wallet does not have the ability to hold fiat currency balances, including U.S. Dollar balances; should the ability to hold U.S. Dollar balances become available as a tZERO Crypto service in the future, we will notify you. Under no circumstances should you attempt to use the tZERO Crypto Service to store, send, request, or receive fiat currencies or Unsupported Assets (as defined below). tZERO Crypto assumes no responsibility or liability in connection with any attempt to use tZERO Crypto Services for fiat currencies or Unsupported Assets, including lost or unrecoverable funds.

#### **4.2. Asset Transactions**

tZERO Crypto and the Credit Union process Asset Transactions according to the instructions provided by the User initiating the Asset Transaction. tZERO Crypto and the Credit Union do not guarantee or verify the identity of any party to an Asset Transaction. You are responsible for verifying all transaction information before you submit instructions to tZERO Crypto with respect to any Asset Transaction.

Asset Transactions will normally be reflected in your tZERO Crypto Wallet immediately. However, Asset Transactions submitted to a digital currency network will not be complete until confirmed by the applicable digital currency network. Funds associated with pending transactions will be placed on hold, and will not be available for other transactions.

#### **4.3. Asset Storage & Transmission Delays**

You acknowledge and agree that an Asset Transaction facilitated by tZERO Crypto (including those transactions additionally facilitated by the Credit Union) may be delayed for any reason, including but not limited to when the digital currency network that processes the transaction experiences technical difficulties or a high volume of transactions.

For typical Asset Transactions, your private key will be stored on your phone, with a second key being sent by you directly to the other party to the transaction. If you lose your private key, tZERO Crypto has a recovery process that will allow you to retrieve your private key following a research and rebuild process (which may take approximately 1–4 weeks), for a reasonable fee (currently set at \$30). See Lost Key Process, Section 4.14 of this Agreement. If Your Device is stolen, lost or damaged, our Lost Key Process also provides a reconstruction method that will allow us to reconstruct and retrieve your Private Key, but that process can take up to 4 weeks.

You are solely responsible for your tZERO Crypto Enrollment, tZERO Crypto Wallet, and Your Device. You are responsible for creating a strong password and maintaining adequate security and control of your passwords, private keys or any other codes that you use to access the tZERO Crypto Services. Any loss or compromise of the foregoing information or Your Device may result in unauthorized access to your tZERO Crypto Enrollment and tZERO Crypto Wallet by third parties and the loss or theft of your Digital Financial Assets. You are also responsible for keeping your contact information (e.g., phone number and e-mail address) updated in the tZERO Crypto Enrollment to receive any notice or alert that we may send to you. tZERO Crypto is not responsible for any loss arising from compromise of account login credentials due to no fault of tZERO Crypto, the loss or theft of Your Device, or failure to follow or act on any notices or alerts that tZERO Crypto may send to you.

#### **4.4. Third Party Payments**

The tZERO Crypto Services are made available to you solely for the purposes of: (i) selling and buying Supported Assets from Enrolled Users and (ii) facilitating Asset Transactions. tZERO Crypto has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase from or sell to a third party (including other Users). tZERO Crypto is not responsible for ensuring that a buyer or a seller you may transact with will actually complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with Assets transferred using the tZERO Crypto Services, or if you have a dispute with such third party, you must resolve the dispute directly with that third party.

#### **4.5. Unsupported Assets**

tZERO Crypto does not support digital financial assets other than supported Assets, nor does it support Forks (as defined below in section 4.7 of this Agreement), tokens, digital securities, or alternative coins which supplement, are based on, or otherwise may interact with supported Assets (collectively, “**Unsupported Assets**”). Do not use your tZERO Crypto Enrollment or tZERO Crypto Wallet to attempt to receive, request, send, store, or engage in any other type of transaction involving an Unsupported Asset. Doing so may result in unrecoverable funds. The tZERO Crypto App is not configured to detect, secure, or store Unsupported Assets and tZERO Crypto assumes no responsibility whatsoever in respect to Unsupported Assets.

#### **4.6. Operation of Digital Currency Protocols**

tZERO Crypto does not own or control the underlying software protocols which govern the operation of Digital Financial Assets supported on our platform. By using the tZERO Crypto App, you acknowledge and agree that (i) tZERO Crypto is not responsible for operation of the underlying protocols and that tZERO Crypto makes no guarantee of their functionality, security, or availability; and (ii) the underlying protocols are subject to Forks or other internal or external circumstances, which may materially affect the value, function, and/or even the name of the Asset you store in your tZERO Crypto Wallet.

#### **4.7. Forks**

You agree and understand that the underlying protocols of supported Assets are subject to changes in operating rules (each, a “**Fork**”) that may result in more than one version of the supported Asset (a “**Forked Network**”) and tZERO Crypto holding an identical amount of



Supported Assets associated with each Forked Network. You further agree and understand that Forks may materially affect the value, function, and/or name of the supported Assets you hold in your tZERO Crypto Wallet.

In the event of a Fork, you agree and understand that we may temporarily suspend the operations of tZERO Crypto (with or without advance notice to you) while we choose, in our sole discretion, which Forked Networks, if any, to support. It is your responsibility to learn about Forks and how they may impact the value of your Supported Assets.

You agree and understand that in our best estimation we are unlikely to support most Forked Networks and that the Assets of most Forked Networks will likely not be made available to you. You acknowledge and agree that tZERO Crypto assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

THE SUPPLY OF ASSETS AVAILABLE TO TZERO CRYPTO TO PROVIDE TO YOU AS A RESULT OF A FORKED NETWORK AND OUR ABILITY TO DELIVER DIGITAL FINANCIAL ASSETS RESULTING FROM A FORKED NETWORK MAY DEPEND ON THIRD PARTY PROVIDERS THAT ARE OUTSIDE OF OUR CONTROL.

#### **4.8. Users' purchase and sale of Supported Assets**

Users may buy or sell supported Assets through their tZERO Crypto Wallets. The price to purchase supported Assets is stated as a "**Buy Price**" and the price to sell supported Assets is stated as a "**Sell Price**," which is the price at which Users may buy a supported Asset from tZERO Crypto (a "**Purchase Transaction**") or sell supported Asset to tZERO Crypto (a "**Sale Transaction**").

You acknowledge that it is tZERO Crypto's sole determination as to what the Buy Price and Sell Price will be at any time. In determining the Buy Price, tZERO Crypto may set the Buy Price as much as 1% higher than the price that tZERO Crypto could obtain the Asset for from its partner exchanges. Likewise, in determining the Sell Price, tZERO Crypto may set the Sell Price as much as 1% lower than the price that tZERO Crypto could sell the Asset for through its partner exchanges. tZERO Crypto is buying and selling for its own account and the Buy Price or Sell Price may be different from prices that you might be able to find elsewhere in the market. You agree, as a condition of using the tZERO Crypto Service, to accept the stated Buy Price and the Sell Price. If you do not wish to accept tZERO Crypto's Buy Price or Sell Price, you agree to not use the tZERO Crypto Service.

tZERO Crypto and the Credit Union reserve the right to delay any Purchase Transaction if they perceive a risk of fraud or illegal activity. tZERO Crypto and the Credit Union do not guarantee the availability of the tZERO Crypto Service.

#### **4.9. Purchase Transactions**

After creating your tZERO Crypto Enrollment and linking one or more valid payment methods to your tZERO Crypto Enrollment, you may initiate Purchase Transactions through the tZERO Crypto App. When you initiate a Purchase Transaction, you agree to purchase a stated amount of Assets from tZERO Crypto, and you authorize tZERO Crypto to initiate debits or charges from your selected payment method(s) to settle the Purchase Transaction. A Service Fee (as defined

in section 4.11 of this Agreement) applies to all Purchase Transactions. All Purchase Transactions are subject to Transaction Limitations as set forth in section 5.4 of this Agreement.

You agree that we may debit or charge your selected payment method at the time you initiate a Purchase Transaction; however, you acknowledge that your payment may take three or more business days to process. To complete the Purchase Transaction, the Credit Union will direct the digital currency exchange that holds tZERO Crypto's inventory of Digital Financial Assets to send the amount of Assets you ordered from tZERO Crypto to your tZERO Crypto Wallet.

#### **4.10. Sale Transactions**

After creating your tZERO Crypto Enrollment and linking one or more valid payment methods to your tZERO Crypto Enrollment, you may initiate Sale Transactions through the tZERO Crypto App. When you initiate a Sale Transaction, you authorize tZERO Crypto to purchase Supported Assets from you in accordance with the Sale Price and to initiate payments to you to your selected payment method(s) to settle Sale Transactions. A Service Fee applies to all Purchase Transactions. The timing of your receipt of funds depends on your payment method, and it may take three or more business days for you to receive your funds.

#### **4.11. Service Fees**

Each Purchase Transaction and Sale Transaction is subject to a standard "**Conversion Fee.**" Because different payment methods cost tZERO Crypto more to process, tZERO Crypto may charge a higher Conversion Fee depending upon which method of payment you use. In addition to the Conversion Fee, each Purchase Transaction and Sale Transaction will incur a "**Blockchain Recording Fee**" which is a third party fee to pay miners on the relevant blockchain to record transactions on that blockchain. The Blockchain Recording Fee can change from day to day; usually we expect it to be in the range of \$0.25 to \$5.00.

The following are exemplary fees for each method of purchase and sale:

Conversion Fee for U.S. Bank Account (ACH) 1% + the Blockchain Recording Fee

Conversion Fee for Credit/Debit Card up to 4.5% + the Blockchain Recording Fee

Conversion Fees plus Blockchain Recording Fees are collectively referred to in this Agreement as the "**Service Fees**". tZERO Crypto reserves the right to adjust the Service Fees and will notify you of any such adjustments in advance.

Additionally, some Credit/Debit Card issuers and some banks may charge additional fees to their account holders. Please check with your financial institution regarding such fees.

The tZERO Crypto App will show the fees applicable to your transaction prior to initiation of any Purchase Transaction. If you are unhappy with the amount of Service Fees displayed, you can elect not to complete the Sale or Purchase Transaction at no risk and without penalty. tZERO Crypto reserves the right to adjust its Service Fees at any time. We will always notify you of the applicable Service Fees each time you authorize a Purchase Transaction, and we will record the applicable Service Fees in each receipt we issue to you.

#### **4.12. Reversals; Cancellations**

You cannot cancel, reverse, or change any completed or pending Asset Transaction once it is submitted. If an Asset Transaction is not successful or if your payment method has insufficient funds or is declined for any other reason, you authorize tZERO Crypto, in its sole discretion, either to cancel the Asset Transaction or to debit any of your other payment methods, including tZERO Crypto balances or other linked accounts, in any amount necessary to complete the Asset Transaction, in accordance with applicable laws. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, non-sufficient funds (NSF), or similar fees charged by your bank or payment provider.

tZERO Crypto and the Credit Union reserve the right to refuse to process, or to cancel or reverse, any Asset Transaction between tZERO Crypto and you in their sole discretion, even after funds have been debited from your account(s), if tZERO Crypto suspects the Asset Transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if tZERO Crypto reasonably suspects that the Asset Transaction is erroneous; or if tZERO Crypto suspects the Asset Transaction relates to a Prohibited Use as defined in Appendix 1 of this Agreement. In such instances, tZERO Crypto may reverse the transaction, and is under no obligation to allow you to reinstate an Asset Transaction at the same price or on the same terms as the cancelled transaction.

#### **4.13. Payment Services Partners**

tZERO Crypto may use a third party payment processor to process any U.S. Dollar payment between you and tZERO Crypto.

#### **4.14. Lost Key Process**

If Your Device has been lost, stolen, or damaged, or if you are unable to access your Assets for any other reason, you can follow the following steps to gain access to your Assets in your tZERO Crypto Wallet.

(i) If you have backed up your tZERO Crypto Wallet by writing down the 12-word seed phrase and storing it somewhere safe:

1. You must download the tZERO Crypto App on a new device.
2. Then you must go to the Enrollment recovery page and indicate that you have your seed phrase.
3. You must then enter your seed phrase and email address as requested.
4. If your seed phrase and email address are correct, your access to your tZERO Crypto Wallet will then be restored.
5. This restoration process may take between 30 minutes and four hours.

(ii) If you do not have your 12-word seed phrase and you have not backed up your tZERO Crypto Wallet, you will need to follow the following steps:

1. You must download the tZERO Crypto App on your new device.
2. Then you must go to the Enrollment recovery page and indicate that you do NOT have your 12-word seed phrase.

3. Then you will be asked to provide the following information directly to tZERO Crypto:
  - a. Name
  - b. Email address
  - c. Photo of front and back of ID compared to live Photo of Face
  - d. Other documentation to help with recovery (i.e., death certificate and documents proving authority to settle the decedent's estate)
4. You will be asked to submit a non-refundable service charge (currently set at \$30) plus estimated blockchain recording fees.
5. Adjudication - First, tZERO Crypto will confirm ownership of the public address using your ID:
  - a. If tZERO Crypto cannot confirm ownership with your ID (or if you are unable to provide the ID), tZERO Crypto will review any documentation you have provided with respect to ownership of the public address and will determine whether it can restore access to the Assets in your tZERO Crypto Wallet without further information.
  - b. tZERO Crypto will communicate whether it can restore access to the Assets to you at the email address you have provided.
6. Account Restoration - Second, if tZERO Crypto has determined that it can restore access to the Assets in your tZERO Crypto Wallet, then the following steps must be followed:
  - a. tZERO Crypto will restore control of your original private key by accessing the root key stored at the Credit Union or some other third party institution and combining it with the tZERO Crypto root key. Because of the highly manual and secure manner in which it must be done, account restoration will always take at least one to four weeks and may take longer.
  - b. Using the root keys, tZERO Crypto will obtain your original private key and send it to your device.
  - c. tZERO Crypto will notify you when the process has been completed.

**Please Note:**

You may cancel the Lost Key Process described in Section 4.14(ii) at any time before completion of the restoration. If canceled, the restoration fee is not refundable, and the original key will remain on the previous device.

Only Assets that have not been transferred out of your tZERO Crypto Wallet (whether such a transfer was through theft, accident or otherwise) will be recoverable under this process.

Digital Financial Assets are very volatile and the value of your Assets could change dramatically during the recovery process. tZERO Crypto will not be responsible for price changes that occur during the long and manual adjudication or recovery process.

TZERO CRYPTO DOES NOT GUARANTEE THAT WE WILL BE ABLE TO RESTORE ACCESS TO YOUR ACCOUNT OR RECOVER ASSETS IN YOUR TZERO CRYPTO WALLET, OR THAT THE RESTORATION OR RECOVERY WILL BE TIMELY. TZERO CRYPTO ASSUMES NO RESPONSIBILITY FOR ANY ASSETS THAT MAY HAVE BEEN LOST OR STOLEN, OR FOR ANY UNAUTHORIZED ACCESS OR USE OF YOUR TZERO CRYPTO ENROLLMENT OR TZERO CRYPTO WALLET.

**5. General Use, Prohibited Use, and Termination.**

## **5.1 Availability**

THE TZERO CRYPTO APP AND THE TZERO CRYPTO SERVICES AND CONTENT MADE AVAILABLE THROUGH THE TZERO CRYPTO APP ARE MADE AVAILABLE AS AND WHEN AVAILABLE AND TZERO CRYPTO AND ITS PROVIDERS DO NOT GUARANTEE OR WARRANT THE AVAILABILITY OF THE TZERO CRYPTO APP OR YOUR ACCESS TO THE TZERO CRYPTO APP OR ANY TZERO CRYPTO SERVICES OR CONTENT. You acknowledge and agree that the tZERO Crypto App and all tZERO Crypto Services and Content may be unavailable or inaccessible for certain periods of time without any notice to you. You acknowledge and agree that tZERO Crypto is not liable or responsible for any unavailability or inaccessibility of the tZERO Crypto App or any tZERO Crypto Services or Content or for any inconvenience or loss, liability or damage caused by or resulting from any such unavailability or inaccessibility. Following any period of unavailability or inaccessibility, you understand that market conditions and prices may differ significantly from the market conditions and prices prior to such unavailability or inaccessibility.

## **5.2. Website Accuracy**

Although we intend to provide accurate and timely information on the tZERO Crypto App, the tZERO Crypto App (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 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 tZERO Crypto App are your sole responsibility and we shall have no liability for such decisions. We may provide links to third party websites and materials, but we do not control such website or materials. You acknowledge and agree that we are not responsible for any information, media, or services contained in any third party materials or on any third party sites accessible through or linked to by the tZERO Crypto App.

## **5.3. Prohibited Use**

In connection with your use of the tZERO Crypto Services, and your interactions with other Users and third parties, you agree and represent that you will not engage in any Prohibited Use defined in Appendix 1 of this Agreement. 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 tZERO Crypto Enrollment and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Enrollment is associated with a Prohibited Use.

## **5.4. Transactions Limits.**

The use of all tZERO Crypto Services is subject to a limit on the amount of supported Assets (stated in U.S. Dollars in accordance with applicable tZERO Crypto conversion rates), that you may purchase in a given period. tZERO Crypto and the Credit Union may also, in their sole discretion, restrict tZERO Crypto Services based on periodic customer screenings, suspicious account activity or transactions, or upon receipt of any proper judicial or regulatory order compelling such restriction.

Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. tZERO Crypto and the Credit Union reserve the right to change applicable limits as we deem necessary.

### **5.5. Suspension, Termination, and Cancellation.**

tZERO Crypto or the Credit Union may: (a) suspend, restrict, or terminate your access to any or all of the tZERO Crypto Services, and/or (b) deactivate or cancel your tZERO Crypto Enrollment if:

- tZERO Crypto or the Credit Union are so required by law, including by a facially valid subpoena, court order, or binding order of a government authority; *or*
- tZERO Crypto or the Credit Union reasonably suspect you of using your tZERO Crypto Enrollment in connection with a Prohibited Use; *or*
- Use of your tZERO Crypto Enrollment is subject to any pending litigation, investigation, or government proceeding and/or tZERO Crypto or the Credit Union reasonably perceive a heightened risk of legal or regulatory non-compliance associated with your Enrollment activity; *or*
- tZERO Crypto's service partners are unable to support your use; *or*
- You take any action that tZERO Crypto or the Credit Union deems as circumventing tZERO Crypto's controls, including, but not limited to, opening multiple tZERO Crypto Enrollments or abusing promotions which tZERO Crypto may offer from time to time.

If tZERO Crypto or the Credit Union suspends or closes your tZERO Crypto Enrollment or terminates your use of the tZERO Crypto Services for any reason, you will be prevented from doing any further Asset Transactions. tZERO Crypto will provide you with notice of such action unless a court order or other legal authority prohibits tZERO Crypto from doing so. You acknowledge that tZERO Crypto is under no obligation to disclose the details of its risk management and security procedures to you.

### **5.6. Relationship of the Parties**

Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and tZERO Crypto to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or tZERO Crypto to be treated as the agent of the other.

### **5.7. Privacy of Others; Marketing**

If you receive information about another User through the tZERO Crypto Services, you must keep the information confidential and only use it in connection with the tZERO Crypto Services. You may not disclose or distribute a User's information to a third party or use the information except as reasonably necessary to effectuate Asset Transactions and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the User's express consent to do so. You may not send unsolicited emails to a User through the tZERO Crypto Services.

### **5.8. Password Security; Contact Information**

You may not allow third parties to access the tZERO Crypto Services using your tZERO Crypto Enrollment, unless you specifically authorize specific Merchants and/or applications to access

your tZERO Crypto Enrollment, or you are required to allow such access by operation of law, or you have received expressed written permission from tZERO Crypto. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the tZERO Crypto Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your tZERO Crypto Enrollment by third parties and the loss or theft of any Assets held in your tZERO Crypto Enrollment and any associated accounts, including your linked bank account(s) and credit card(s). You are personally responsible for any use of the tZERO Crypto Services through your tZERO Crypto Enrollment, whether by you or a third party. You are responsible for keeping your email address and telephone number up to date in your Enrollment Profile in order to receive any notices or alerts that we may send you. **We assume no responsibility for any loss that you may sustain due to compromise of Enrollment login credentials due to no fault of tZERO Crypto and/or failure to follow or act on any notices or alerts that we may send to you.** If you believe your tZERO Crypto Enrollment has been compromised, contact tZERO Crypto Support immediately at support@tzero.com, or report your claim by phone at the customer service number on the tzero.com website.

## **5.9. Taxes**

It is your sole responsibility to determine whether, and to what extent, any federal, state, local or any other jurisdiction's taxes apply to any transactions associated with your receipt or transfer of Digital Financials Assets, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. In our sole discretion, we may elect to provide information regarding any and all Purchase Transactions and Sale Transactions as well as any and all transfers of Assets from your tZERO Crypto Wallet to a third party or to your tZERO Crypto Wallet from a third party, upon request from the relevant tax authority. We will provide such information upon receiving a properly executed subpoena for such information from a tax authority, or otherwise whenever required by law. Your transaction history is available to you through your tZERO Crypto Enrollment.

## **6. Customer Feedback, Queries, Complaints, Privacy, and Dispute Resolution.**

### **6.1. Contacting tZERO Crypto**

If you have any feedback, questions, or complaints, contact us via our telephone at the number listed at <https://tzero.com/> or write to us at tZERO Crypto Customer Support at tzerocrypto-legal@tzero.com. When you contact us, please provide your name, address, and any other information we may need to identify you, your tZERO Crypto Enrollment, and any Asset Transaction concerning which you have feedback, questions, or complaints.

See Appendix 3 of this Agreement for a description of how tZERO Crypto delivers communications to you electronically, your corresponding obligations, and how you can withdraw your consent from receiving electronic communications.

### **6.2. Privacy of Information**

You agree that the information contained in your tZERO Crypto Enrollment is only for you and that you will not cause others to access or rely upon it (other than your tax advisor or attorney,

or as otherwise prescribed by law) without tZERO Crypto's prior written consent. We agree that we will keep such information confidential, subject to the following paragraph.

For the avoidance of doubt, you agree and understand that we share information concerning you and your tZERO Crypto Enrollment as follows: (i) with our banks and other financial institutions that we use or may use to process funds in connection with the tZERO Crypto Services to the extent necessary to conduct ordinary banking and other business operations; (ii) with appropriate state and federal regulatory authorities, and self-regulatory organizations, as we determine, in our sole discretion, is required or otherwise appropriate in connection with our regulatory requirements; and (iii) in response to a court or government order. We may also disclose information about you and your tZERO Crypto Enrollment to any of tZERO Crypto's service providers in accordance with Applicable Laws and Regulations, as otherwise described in this Agreement, our Privacy Policy, and customary banking practices. You agree that we may obtain and use such information as may be necessary for legitimate business needs in connection with the operation of tZERO Crypto. For more information on what information we collect and how we treat it, please see our Privacy Policy at <https://tzero.com/crypto-app/privacy-policy>.

### **6.3. Arbitration; Waiver of Class Action**

If you have a dispute with tZERO Crypto, we will attempt to resolve any such disputes through our support team. If we cannot resolve the dispute through our support team, you and we agree that any dispute arising under this Agreement shall be finally settled in binding arbitration in accordance with the rules and procedures of the American Arbitration Association, *unless otherwise required by applicable law*. You and tZERO Crypto hereby expressly waive any right to trial by jury and any right to litigate or arbitrate any claim hereunder as a member or representative of a class or as a private attorney general.

The arbitration will be conducted in the English language by a single, neutral arbitrator and shall take place in New York City, New York. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorney fees when authorized by law, and the arbitral decision may be enforced in any court. The arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorney fees.

If a court decides that any provision of this section 6.3 is invalid or unenforceable, that provision shall be severed and the other parts of this section 6.3 shall still apply. In any case, the remainder of this Agreement will continue to apply.

## **7. General Provisions.**

### **7.1. Computer Viruses**

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and you should use care in reviewing messages purporting to originate from tZERO Crypto. Always log into your tZERO Crypto Enrollment through the tZERO Crypto App to review



any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

## **7.2. Maintenance**

You agree and understand that part of or all of tZERO Crypto and the tZERO Crypto App may be periodically unavailable during scheduled maintenance or unscheduled downtime ("**Downtime**").

*You agree and understand that tZERO Crypto is not liable or responsible to you for any inconvenience or damage to you as a result of Downtime. Following Downtime, when services resume, you understand that market conditions and prices may differ significantly from the market conditions and prices prior to such Downtime.*

## **7.3. Indemnification**

You agree to indemnify and hold tZERO Crypto, its 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.

## **7.4. Limitation of Liability; No Warranty; Disclaimers.**

IN NO EVENT SHALL TZERO CRYPTO, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE

- (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED ASSET ON ACCOUNT IN YOUR TZERO CRYPTO ENROLLMENT OR
- (B) FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE TZERO CRYPTO APP OR THE TZERO CRYPTO SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF TZERO CRYPTO HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT TZERO CRYPTO FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE VALUE OF THE SUPPORTED ASSET AT ISSUE IN THE TRANSACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE TZERO CRYPTO SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TZERO CRYPTO SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. TZERO CRYPTO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE TZERO CRYPTO SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

TZERO CRYPTO ASSUMES NO RESPONSIBILITY FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF ANY DISPUTES BETWEEN YOU AND ANY THIRD PARTY RELATED TO YOUR USE OF THE TZERO CRYPTO SERVICES. YOU FURTHER ACKNOWLEDGE AND AGREE THAT NEITHER TZERO CRYPTO NOR ANY OF ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS HAS MADE ANY REPRESENTATIONS OR WARRANTIES TO YOU, AND YOU ARE NOT RELYING ON ANY REPRESENTATION, WARRANTY, COVENANT, OR PROMISE OF TZERO CRYPTO OR ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, OR REPRESENTATIVES, IN MAKING YOUR DECISION TO REGISTER FOR A TZERO CRYPTO ENROLLMENT OR ENTER INTO ASSET TRANSACTION.

tZERO Crypto makes no representations about the accuracy or completeness of historical Digital Financial Asset price data available on the tZERO Crypto App. tZERO Crypto will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but tZERO Crypto makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

The above provisions are intended only to apply to the extent permitted under applicable law.

## **7.5. Entire Agreement**

This Agreement, all Policies and Consents, and Appendices incorporated by reference or included herein comprise the entire understanding and agreement between you and tZERO Crypto as to the subject matter hereof, and supersede any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and tZERO Crypto. Section headings in this Agreement are for convenience only, and do not and shall not govern the meaning or interpretation of any provision of this Agreement.

## **7.6. Amendments**

We may amend or modify this Agreement by posting the amended Agreement on the tZERO Crypto App website, and the revised Agreement shall be effective at such time. If you do not agree with any modification to this Agreement, your sole and exclusive remedy is to terminate your use of the tZERO Crypto Services and close your tZERO Crypto Enrollment. You agree that we shall not be liable to you or any third party for any modification or termination of the tZERO Crypto Services, or suspension or termination of your access to the tZERO Crypto Services, except to the extent otherwise expressly set forth herein.

## **7.7. Assignment**

You may not assign this Agreement or any of your obligations, rights and/or licenses under this Agreement. We reserve the right to assign this Agreement and our rights and obligations hereunder without restriction. 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.

## **7.8. Severability**

If any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement and any other application thereof shall not in any way be affected or impaired thereby; provided, however, that to the extent permitted by applicable law, any invalid, illegal or unenforceable provision shall be considered for the purpose of determining the intent of the parties in connection with the other provisions of this Agreement.

## **7.9. Change of Control**

If tZERO Crypto is sold, acquired by or merged with a third party, or otherwise undergoes a change of control, tZERO Crypto may transfer or assign all information tZERO Crypto collected from you in connection with such merger, acquisition, sale, or other change of control.

## **7.10. Survival**

All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, tZERO Crypto Enrollment cancellation, debts owed to tZERO Crypto, general use of the tZERO Crypto App, disputes with tZERO Crypto, and general provisions, shall survive the termination or expiration of this Agreement.

## **7.11. Governing Law**

You agree that the laws of the State of New York, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and tZERO Crypto, except to the extent governed by federal law. Subject to your compliance with Section 6.3 of this Agreement, you hereby expressly consent to the personal jurisdiction of the state and federal courts located in New York City, New York, for any action or proceeding arising from or relating to this Agreement; waive any argument that venue in any such forum is not convenient; and agree that the venue for any such action or proceeding shall be in a state or federal court located in New York City, New York.

## **7.12. Force Majeure**

tZERO Crypto shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond tZERO Crypto's reasonable control, including but not limited to, 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.

### **7.13. English Language Controls**

Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

### **7.14. Non-Waiver of Rights**

This agreement shall not be construed to waive rights that cannot be waived under applicable state money transmission laws in the state and/or country where you are located.

This Agreement was last updated on August 23, 2019.

## APPENDIX 1: PROHIBITED AND CONDITIONAL USE

### Prohibited Use

You may not use your tZERO Crypto Enrollment to engage in the following categories of activity (“**Prohibited Uses**”). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of tZERO Crypto Services involves a Prohibited Use or have questions about how these requirements apply to you, please contact us at [tZEROCrypto-legal@tzero.com](mailto:tZEROCrypto-legal@tzero.com). tZERO Crypto retains absolute discretion to determine which activities constitute Prohibited Uses.

By opening a tZERO Crypto Enrollment, you confirm that you will not use your tZERO Crypto Enrollment to do or participate in any of the following:

- **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, regulation, or sanctions programs administered in the countries where tZERO Crypto conducts business, including but not limited to OFAC, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.
- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large use of our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the tZERO Crypto App that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the tZERO Crypto App, other tZERO Crypto Enrollments, computer systems or networks connected to the tZERO Crypto App, through password mining or any other means; use tZERO Crypto Enrollment information of another party to access or use the tZERO Crypto App, except in the case of specific Merchants and/or applications which are specifically authorized by a User to access such User’s tZERO Crypto Enrollment and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express written permission of tZERO Crypto. tZERO Crypto retains absolute discretion to determine which activities constitute abusive activities.
- **Abuse Other Users:** Actions that interfere with another individual’s or entity’s access to or use of any tZERO Crypto 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 tZERO Crypto App about others, including without limitation email addresses, without proper consent.
- **Fraud:** Activity which operates to defraud tZERO Crypto, tZERO Crypto Users, or any other person; provide any false, inaccurate, or misleading information to tZERO Crypto.
- **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 tZERO Crypto intellectual property, name, or logo, including use of tZERO Crypto trademarks or service marks, without express consent from tZERO Crypto or in a manner that otherwise harms tZERO Crypto or the tZERO Crypto brand; any action that implies an untrue endorsement by or affiliation with tZERO Crypto.

## APPENDIX 2: VERIFICATION PROCEDURES AND LIMITS

In accordance with our AML compliance program and procedures, we are required to identify Users on our platform. This ensures we remain in compliance with Know-Your-Customer (“**KYC**”) and AML laws in the jurisdictions in which we operate, and reduces the chance that the tZERO Crypto Service will be misused for criminal purposes.

tZERO Crypto collects and verifies information about you in order to: (a) protect tZERO Crypto and the community from fraudulent Users, and (b) to keep appropriate records of tZERO Crypto’s customers. Your daily or weekly purchasing and sale limits, U.S. Dollar transfer limits, and limits on transactions from a linked payment method are based on the identifying information and/or proof of identity you provide to tZERO Crypto.

All U.S. customers who wish to use tZERO Crypto Services are required to establish a tZERO Crypto Enrollment by:

- Providing your name and valid email address, a password and your state of residence,
- Certifying that you are 18 years or older and able to enter into this Agreement,
- Accepting tZERO Crypto’s User Agreement and Privacy Policy, and
- Verifying your identity by submitting the following information:
  - Name
  - Date of birth
  - Physical street address
  - Email address
  - Mobile Device number

All U.S. customers who wish to purchase Digital Financial Assets from tZERO Crypto are required to:

- Submit a copy of an acceptable form of identification (i.e. unexpired passport, state driver’s license, or state identification card), and
- Submit a picture of yourself or a selfie from your webcam or mobile phone.

Notwithstanding these minimum verification procedures for the referenced tZERO Crypto Services, tZERO Crypto may require you to provide or verify additional information, or to wait some amount of time after completion of a transaction, before permitting you to use any tZERO Crypto Services and/or before permitting you to engage in transactions beyond certain volume limits. You may determine the volume limits associated with your level of identity verification by visiting [tzero.com/help](https://tzero.com/help).

You may contact us at [support@tzero.com](mailto:support@tzero.com) to request larger limits. tZERO Crypto will require you to submit to Enhanced Due Diligence. Additional fees and costs may apply, and tZERO Crypto does not guarantee that we will raise your limits.

## APPENDIX 3: E-SIGN DISCLOSURE AND CONSENT

### *Electronic Delivery of Communications*

This policy describes how tZERO Crypto delivers communications to you electronically and how you may withdraw your consent for electronic communications. We 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 written notice of any material changes via our website.

### *Electronic Delivery of Communications*

By enrolling with tZERO Crypto, you agreed to enter into contracts electronically and you agreed to receive electronically all communications, agreements, documents, notices and disclosures (together, “**Communications**”) that we provide in connection with your tZERO Crypto Enrollment, the tZERO Crypto App, and your use of tZERO Crypto Services. Communications include:

- Terms of use and policies you agree to (e.g., the tZERO Crypto User Agreement and Privacy Policy), including updates to these agreements or policies;
- Enrollment details, history, transaction receipts, confirmations, and any other Enrollment 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 Enrollment.

We will provide these Communications to you by posting them on the tZERO Crypto website, emailing them to you at the primary email address listed in your tZERO Crypto profile, communicating to you via “instant chat” on our website, 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 tZERO Crypto); 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 [tZEROCrypto-legal@tzero.com](mailto:tZEROCrypto-legal@tzero.com). If you fail to provide or if you withdraw your consent to receive

Communications electronically, tZERO Crypto reserves the right to immediately close your Enrollment 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 tZERO Crypto 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, tZERO Crypto will be deemed to have provided the Communication to you.

You may update your information by logging into your Enrollment and visiting settings or by contacting our support team at [support@tzero.com](mailto:support@tzero.com).



## **APPENDIX 4: SUPPORTED ASSETS**

The following Assets are supported by the tZERO Crypto Wallet and available for purchase, sale, and transfer through tZERO Crypto Services:

- Bitcoin (BTC)
- Ethereum (ETH)
- Ravencoin (RVN)

## **APPENDIX 5: STATE-SPECIFIC NOTICES**

**Alaska:** Please note that tZERO Crypto's license does not cover the transmission of virtual currency. If you have a complaint or other concern about Alaska money services licensees, authorized delegates, and the money services provided by money services licensees and authorized delegates, you may contact the Division of Banking & Securities at: PO Box 110807 Juneau, AK 99811-080, 1-888-925-2521 or 907-465-2521, or [moneytransmitters@alaska.gov](mailto:moneytransmitters@alaska.gov).

**Indiana:** tZERO Crypto holds a Money Transmitter license issued by the Indiana Department of Financial Institutions. This license does not cover virtual currency transactions.

**Maryland:** The Commissioner of Financial Regulation for the State of Maryland will accept all questions or complaints from Maryland residents regarding tZERO Crypto (License No. 12-1749137 and NMLS ID: 1749137) by contacting the Commissioner's office at: 500 North Calvert Street, Suite 402, Baltimore, Maryland 21202, or (888) 784-0136.

**Tennessee:** Please note that this license and the required surety bond do not cover the transmission of virtual currency. Bitsy is licensed by the Tennessee Department of Financial Institutions as a money transmitter. The Tennessee Department of Financial Institutions does not regulate virtual currency.

**Modified: 08/26/2019**