**Tresso User Agreement**

Last updated: October 2019

This User Agreement (hereinafter “**Agreement**”) is a binding contract governing the use of the Tresso Asset Network at Tresso.com, any associated APIs and any mobile applications (collectively, the “**Tresso Sites**”) operated by Tresso Asset Network Inc. (“**we**”, “**us**”, “**our**”, “**Tresso**”), by the entity or person who has signed this Agreement (**“you”** or **“your”**). You represent to us that you have full legal authority to enter into agreements. If you are entering into this agreement on behalf of an entity, you represent and warrant that you have full legal authority to bind the relevant entity. By signing up to use an account through the Tresso Sites, you agree that you have read, understood, and accept all of the terms and conditions contained in this User Agreement, as well as our Privacy Policy and E-Sign Consent. If you do not agree to or accept all of the terms of this Agreement, please immediately discontinue access to, and use of, the Tresso Sites.

1. **Tresso Services.**

**1.1. Eligibility.** To be eligible to use the Tresso Services (as defined below), you must be (i) at least 18 years old or (ii) a legal entity or other organization with full capacity to execute this User Agreement. You must also **not** be a resident of, or domiciled in, one of the following states:  Alabama, Arizona, Connecticut, Florida, Georgia, Idaho, Louisiana, New York, North Carolina, Hawaii, Vermont, Washington (each, a “**Restricted State**”).  The list of Restricted States is subject to change at any time.  In the event a state becomes a Restricted State, Tresso will provide users residing in that state with notice via email, a notification on the Tresso Sites, or other means deemed necessary regarding terminating their access to the Tresso Services.

**1.2. Tresso Services**. Your Tresso account (“**Tresso Account**”) allows you access to the following Tresso services (collectively, the “**Tresso Services**”): (i) one or more hosted Digital Asset Wallets (each, a “**Digital Asset Wallet**”) that allow users to transfer, track and store certain supported Digital Assets (**“Digital Asset**”), and (ii) a Digital Asset exchange platform that allows for the trading of supported Digital Assets for other Digital Assets, accessible at Tresso.com, through our API or mobile application (the “**Marketplace**”).

**1.3.  Digital Asset Risks.  The risks of loss in trading or holding any Digital Asset can be immediate, substantial and irreversible.  There is no guarantee against losses from using the Tresso Services.  You should therefore carefully consider whether trading or holding any Digital Asset is suitable for you in light of your financial condition and needs.  The following are some risks associated with Digital Assets. However, these descriptions are non-exclusive and do not disclose all such risks. Please consider these and other risks carefully before using the Tresso Services.**

•      **Market Risks.**  
The market for Digital Assets is still new, uncertain and highly volatile.  No one should invest in Digital Assets using funds that he or she is not prepared to lose entirely.  Whether the market value for one or more Digital Assets will move up or down, or whether a Digital Asset will lose all or substantially all of its value, is unknown and cannot be predicted. The prices of Digital Assets have historically been subject to dramatic fluctuations and are highly volatile, and a decrease in the price of a single Digital Asset may cause volatility in the entire market. In addition, blockchain networks may go offline because of bugs, hard forks, or other unforeseeable reasons.  Participants in any Digital Asset market should pay close attention to their position and holdings, and how they may be affected by sudden and adverse shifts in trading and other market activities. There is no guarantee that any given price quoted or realized on the Marketplace represents the fair value of the subject Digital Asset.

•      **Liquidity Risks.**  
Digital Assets have varying degrees of liquidity.  Some markets are quite liquid while others may be thinner.  Thin markets can amplify volatility.  Factors beyond Tresso’s control may affect market liquidity for any Digital Asset, such as regulatory activity, market manipulation, or unexplainable price volatility.   Tresso makes no representations or warranties about whether a Digital Asset that may be traded on the Marketplace may be traded on the Marketplace any point in the future, if at all.  Any Digital Asset is subject to no longer being supported by Tresso without notice or consent.

•      **Legal Risks.**  
The legal characterization of certain Digital Assets may be uncertain.  This can mean that the legality of holding or trading them is not always clear, and may be subject to certain legal requirements or restrictions. Whether and how one or more Digital Assets constitute property, or assets, or rights of any kind may also seem unclear. You are responsible for knowing and understanding how Digital Assets will be addressed, regulated, and taxed under applicable law.

•      **Operational Risks.**  
Tresso may experience sophisticated cyberattacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions in the Tresso Services. You agree to accept the risk of transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks. Tresso relies on its non-U.S. partner 55 Global Markets for many significant operational aspects of the Tresso platform provided under a service agreement. The extent of Tresso’s reliance may increase the operational risks related to the platform, given Tresso’s lack of control over 55 Global Markets.

•      **Custody Risks.**  
Having Digital Assets on deposit or with any third party in a custodial relationship has attendant risks. These risks include security breaches, risk of contractual breach, and risk of loss. These risks may be heightened for Tresso customers because custody services are one of the services that Tresso relies on its non-U.S. partner 55 Global Markets to provide.

1. **Creating an Tresso Account.**

**2.1. Registration of Tresso Account.** To use the Tresso Services, you will need to register for a Tresso Account.  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, refuse to open a Tresso Account for you, or suspend, revoke or terminate your account after opening.

**2.2. Identity Verification.** During registration of your Tresso Account, 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 crime and permit us to keep a record of such information for a minimum of five years. You will need to complete certain verification procedures before you are permitted to use certain Tresso Services. Your access to one or more Tresso Services, and the limits that apply to your use of the Tresso Services, may be altered as a result of information collected about you. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, a government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number). In providing us with this or any other information that may be required, you confirm that the information is accurate, authentic and complete. You agree to keep us updated if any of the information you provide changes. **You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity, to protect you and/or us against fraud or other financial crime, to comply with anti-money laundering and other legal requirements, and to take action we reasonably deem necessary based on the results of such inquiries. 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 in full.**

1. **Digital Asset Wallet.**

**3.1. In General.**  Upon verification of your identity, you will have the ability to transfer, track and store supported Digital Assets by giving instructions through the Tresso Site (each such transaction, a **“Digital Asset Transaction”**).

**Tresso reserves the right to refuse to process or to cancel any pending Digital Asset Transaction as reasonably necessary to comply with laws and regulations or in response to a subpoena, court order, or other binding government order or to enforce transaction limits. Tresso cannot reverse a Digital Asset Transaction which has been broadcast to a Digital Asset network. The Digital Asset Wallet services are available only in connection with those Digital Assets that Tresso, in its sole discretion, decides to support. The Digital Assets that Tresso supports may change from time to time without notice to you.**

**Under no circumstances should you attempt to use your Digital Asset Wallet services to transfer or store Digital Assets in any form that is not supported by Tresso. Tresso assumes no responsibility or liability in connection with any attempt to use Tresso Services for Digital Assets that Tresso does not support.**

**You assume full responsibility and liability for any loss resulting from intentional or unintentional misuse of your Digital Asset Wallet services, including, without limitation, any loss resulting from depositing one type of Digital Asset to a wallet intended for another type of Digital Asset, regardless of whether the relevant Digital Asset network confirms the applicable Digital Asset Transaction or not. Tresso assumes no responsibility or liability in connection with any such misuse.**

**YOUR TRESSO ACCOUNT AND ANY OTHER ACCOUNT YOU MAY HAVE WITH US (AND ANY DIGITAL ASSETS HELD IN SUCH ACCOUNT) IS NOT A BANK ACCOUNT OR A DEPOSIT ACCOUNT. OUR SERVICES ARE NOT FINANCIAL INSTRUMENTS. NO INTEREST WILL BE PAID ON ANY DIGITAL ASSETS YOU USE TO PURCHASE OR TRADE FOR ANY OTHER CRYPTO ASSETS (OR ANY OTHER THING) WITH OTHER USERS, AND ALL DIGITAL ASSETS DIRECTLY HELD BY US ARE NOT INSURED BY US OR ANY GOVERNMENT AGENCY.**

**3.2. Digital Asset Transactions.**  For any supported Digital Asset on the Marketplace, Tresso processes transactions according to the instructions received from its users and we do not guarantee the identity of any user, receiver, requestee or other party. You should verify all transaction information prior to submitting instructions to Tresso. Once broadcast to a Digital Asset network, the transaction may be irreversible. A Digital Asset Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Asset network. A transaction is not complete while it is in a pending state. Digital Asset associated with transactions that are in a pending state will be designated accordingly, and will not be included in your Tresso Account balance or be available to conduct transactions. Tresso may charge network fees to process a Digital Asset Transaction on your behalf. You acknowledge that you will be responsible for paying any such network fees out of your available proceeds. Tresso reserves the right to delay or cancel any Digital Asset Transaction if it perceives a risk of fraud or illegal activity, or otherwise within its discretion.

WE ARE NOT RESPONSIBLE FOR ANY DISPUTES AMONG OR BETWEEN USERS REGARDING ANY TRANSACTION. WE DO NOT GUARANTEE THAT ANY ORDER YOU PLACE WILL BE FILLED. ONCE AN ORDER HAS BEEN EXECUTED, THE TRANSACTION MAY NOT BE REVERSIBLE.

**3.3. Digital Asset Storage & Transmission Delays.** Tresso securely stores all Digital Asset private keys in our control in a combination of online and offline storage. As a result, it may be necessary for Tresso to retrieve certain information from offline storage in order to facilitate a Digital Asset Transaction in accordance with your instructions, which may delay the initiation or crediting of such Digital Asset Transaction for 48 hours or more. You acknowledge and agree that a Digital Asset Transaction facilitated by Tresso may be delayed.

**3.4. Third Party Payments.** Tresso 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 or sell to or from a third party (including other users of Tresso Services). Tresso 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 Digital Assets transferred using the Tresso Services, or if you have a dispute with such third party, you must resolve the dispute directly with that third party.

**3.5. Modified Protocols.** Unless specifically announced on the Tresso Sites or through some other official public statement of Tresso, we do not support metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Digital Asset supported by Tresso (collectively, “**Modified Protocols**”). Do not use your Tresso Account to attempt to receive, request, send, store, or engage in any other type of transaction involving a Modified Protocol. The Tresso platform is not configured to detect and/or secure Modified Protocol transactions and Tresso assumes absolutely no responsibility whatsoever in respect to Modified Protocols.

**3.6 Airdrops**. You understand, acknowledge and agree that in the event that a third party or software protocol attempts to or does distribute a Digital Asset, whether or not supported by Tresso (often known as an “airdrop” or “bootstrap”) to certain wallet addresses, we will treat such airdropped Digital Asset as we would treat any other unsupported Digital Asset. You agree and understand that airdropped Digital Assets do not create a relationship between us and the transferor, sender and/or the related network that created the airdropped Digital Asset, and further, that we are not subject to any obligation as it may relate to the transferor, sender or related network.

**3.7. Operation of Digital Asset Protocols.** Tresso does not own or control any underlying software protocols which govern the operation of Digital Assets supported on our platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. By using the Tresso Services, you acknowledge and agree (i) that Tresso is not responsible for operation of the underlying protocols and that Tresso makes no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules (a/k/a “forks”), and that such forks may materially affect the value, function, and/or even the name of the Digital Asset you store in the Tresso platform. In the event of a fork, you agree that Tresso may suspend Tresso operations (with or without advance notice to you) and that Tresso may, in its sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You acknowledge and agree that Tresso assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

**3.8.  Attacks and Other Malicious Activities**.  Tresso does not have any ability to prevent or mitigate attacks on any Digital Assets or their underlying protocols and networks. Tresso reserves the right to take any actions in the event of an attack as determined in its sole discretion, including but not limited to: (i) If Tresso reasonably believes that a Digital Asset that it supports has been or may be compromised, or is or will be under attack, Tresso may immediately halt trading, deposits, and withdrawals for such Digital Asset; and (ii) if it is determined that such an attack caused the Digital Asset to greatly decrease in value, Tresso may discontinue trade activity on such Digital Asset partially or entirely.  Tresso does not have any obligation to engage in any activities in relation to attacks on any Digital Assets or their underlying protocols and networks.  Resolutions for an attacked Digital Asset will be determined on a case-by-case basis by Tresso in its sole discretion.  **TRESSO MAKES NO REPRESENTATION AND DOES NOT WARRANT THE SAFETY OF THE TRESSO SERVICES AND IS NOT LIABLE FOR ANY LOST VALUE OR STOLEN PROPERTY, WHETHER OR NOT TRESSO WAS NEGLIGENT IN PROVIDING THE PROPER SECURITY**.

1. **Marketplace Services.**

**4.1. Marketplace Access.** Eligible users may use their Tresso Account to access the Marketplace, an exchange platform for Digital Assets.

**4.2. Order Books.** The Marketplace offers an order book for various Digital Asset trading pairs (each an “**Order Book**”).  Refer to your Tresso Account to determine which Order Books are available to you. Tresso reserves the right in its sole discretion to create, modify or terminate any trading pairs that may be available on the Marketplace.

**4.3 Market Data**. Tresso compiles and discloses certain market data, including bid prices, ask prices, trading prices and volume etc. You understand, acknowledge and agree that, due to technical and other restrictions, the Digital Asset values displayed on the Tresso Sites may be delayed and therefore not reflect the current, live market value of such Digital Asset. Nonetheless, you agree that we are not responsible for any adverse consequences that you may experience, or costs that you may incur, arising from any reliance, lapse, failure, outage or error in using such market data.

**4.4. Deposits**. Subject to compliance with applicable law, this Agreement and Tresso policies, you may fund your Tresso Account by depositing a supported Digital Asset from an external Digital Asset address into your Tresso Account.

**4.5. Withdrawals**. Subject to compliance with applicable law, our and our partners’ due diligence requirements, this Agreement and Tresso policies, you may withdraw Digital Asset from your Tresso Account by transfer to an external Digital Asset address. **ALL DEPOSITS AND WITHDRAWALS MAY BE SUBJECT TO LIMITS. ALL LIMITS WILL BE DISPLAYED IN YOUR TRESSO ACCOUNT.**

**4.6. Withdrawal Fees.** Tresso may also charge a fee on certain Digital Asset deposit or withdrawal methods. All such fees will be displayed in your Tresso Account or in our fee schedule.

**4.7. Trading Rules**. By accessing the Marketplace through Tresso.com, our API or mobile application, you accept and agree to be bound by the Marketplace’s trading rules.

**4.8. Trading Fees**. By placing an order on the Marketplace, you agree to pay all applicable fees, which are payable in Digital Assets, and you authorize Tresso to automatically deduct fees directly from your Tresso Account. Trading Fees are set forth in our Fee Schedule available at Tresso.com.

**4.9. Trading Account Use**. By using a Tresso Account to access the Marketplace, you agree and represent that you will use the Marketplace only for yourself as account owner, and not on behalf of any third party, unless you have obtained prior approval from Tresso. You may not sell, lease, furnish or otherwise permit or provide access to your Trading Account to any other entity or to any individual that is not your employee or agent. You accept full responsibility for your employees’ or agents’ use of the Marketplace, whether such use is directly through the Marketplace website or by other means, such as those facilitated through API keys, our mobile application, and/or applications which you may authorize. You understand and agree that you are solely responsible for any and all orders, trades, and other instructions entered into the Marketplace including identifiers, permissions, passwords, and security codes associated with your Tresso Account.

**4.10. Suspension and Cancellation**. We may suspend your Tresso Account or your access to any one for more Order Books in accordance with the suspension and termination provisions of this Agreement. Suspension or termination of your Tresso Account shall not affect the payment of fees or other amounts you owe to Tresso. In the event that your Tresso Account is suspended or terminated, we will immediately cancel all open orders associated with your Tresso Account, block all withdrawals and bar the placing of further orders until resolution or Account cancellation.

**4.11. No Warranty**. We do not represent that the Marketplace and/or its constituent Tresso Accounts, APIs, mobile application and related services, will be available without interruption. Although we will strive to provide you with continuous operations, we do not guarantee continuous access or that there will be no delays, failures, errors, omissions or loss of transmitted information, nor do we guarantee that any order will be filled, accepted, recorded, or remain open. Tresso reserves the right to cancel any open trades and/or suspend Marketplace activity in accordance with the trading rules or in accordance with applicable law. **TRESSO WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM INTERRUPTIONS OR DOWNTIME**.

**4.12. No Investment Advice or Brokerage**. Tresso does not provide investment, tax, or legal advice, nor does Tresso broker trades on your behalf. All Marketplace trades are filled automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your investment, legal or tax advisors regarding your specific situation.

**4.13. Debts.** If there are outstanding amounts owed to us hereunder, Tresso reserves the right to debit your Tresso Account accordingly and/or to withhold amounts from Digital Asset amounts that you may transfer from your Tresso Account.

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

**5.1. Limited License.** We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the Tresso Sites, and related content, materials and information (collectively, the “**Content**”) solely for approved purposes as permitted by Tresso from time to time. Any other use of the Tresso Sites or Content is expressly prohibited and all other right, title, and interest in the Tresso Sites or Content is exclusively the property of Tresso and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. “Tresso” and all logos related to the Tresso Services or displayed on the Tresso Sites are either trademarks or registered marks of Tresso or its licensors. You may not copy, imitate or use them without Tresso’s prior written consent.

**5.2. Website Accuracy.** Although we intend to provide accurate and timely information on the Tresso Site, the Tresso Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. 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 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 Tresso Site are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation 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 third-party materials or on any third-party sites accessible or linked to the Tresso Site.

**5.3. Third-Party Applications.** If, to the extent permitted by Tresso from time to time, you grant express permission to a third party to access or connect to your Tresso Account, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Tresso Account. Further, you acknowledge and agree that you will not hold Tresso responsible for, and will indemnify Tresso from, any liability arising out of or related to any act or omission of any third party with access to your Tresso Account.

**5.4. Prohibited Use.** In connection with your use of the Tresso Services, and your interactions with other users, and third parties you agree and represent, you will not engage in any Prohibited Business or Prohibited Use, as defined under Appendix A. 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 Tresso Account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Tresso Account is associated with a Prohibited Use and/or a Prohibited Business.

**5.5. Transactions Limits**. The use of all Tresso Services is subject to a limit on the amount you may withdraw in a given period (e.g., daily, weekly and monthly). To view your limits, login to your Tresso Account. Your transaction limits may vary depending on your identity verification level and other factors. Tresso reserves the right to change applicable limits as we deem necessary in our sole discretion. If you wish to raise your limits beyond the posted amounts, you may submit a request at service@Tresso.com. We may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with Tresso staff (such process, “**Enhanced Due Diligence**”). Tresso reserves the right to charge you costs and fees associated with Enhanced Due Diligence, provided that we notify you in advance of any such charges accruing. In our sole discretion, we may refuse to raise your limits or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.

**5.6. Suspension and Termination.** Tresso may: (a) suspend, restrict, or terminate your access to any or all of the Tresso Services, and/or (b) deactivate or cancel your Tresso Account if:

* We believe, in our sole discretion, that you have breached this Agreement;
* We are unable to verify or authenticate any information you provide to us;
* We believe, in our sole discretion, that your actions may cause legal liability for you, us or our other users;
* We believe someone is trying to gain unauthorized access to your Tresso Account;
* We believe there is unusual activity in your Tresso Account;
* We are so required by a facially valid subpoena, court order, or binding order of a government authority;
* We are required to do so by applicable law or regulation;
* We reasonably suspect you of using your Tresso Account in connection with a Prohibited Use or Prohibited Business;
* Use of your Tresso Account 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 Tresso Account activity;
* Our service partners are unable to support your use;
* You take any action that Tresso deems as circumventing Tresso’s controls, including, but not limited to, opening multiple Tresso Accounts or abusing promotions which Tresso may offer from time to time; OR
* Any other reason in our sole and absolute discretion.

If Tresso suspends or closes your Tresso Account, or terminates your use of Tresso Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits Tresso from providing you with such notice. You acknowledge that Tresso’s decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to Tresso’s risk management and security protocols. You agree that Tresso is under no obligation to disclose the details of its risk management and security procedures to you.

**TRESSO, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS OF VALUE IN YOUR TRESSO ACCOUNT, OR OF ANY DIGITAL ASSET, RESULTING FROM THE SUSPENSION OR CLOSING OF YOUR ACCOUNT FOR ANY OF THE REASONS LISTED ABOVE. YOU AGREE THAT NEITHER WE NOR ANY THIRD PARTY ACTING ON OUR BEHALF SHALL BE LIABLE TO YOU FOR ANY TERMINATION OF YOUR ACCESS TO ANY PART OF THE TRESSO SITES OR SERVICES OR THE MARKETPLACE IN ACCORDANCE WITH THIS AGREEMENT.**

**5.7. Relationship of the Parties.** Tresso is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and Tresso to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or Tresso to be treated as the agent of the other.

**5.8. Privacy of Others;** **Marketing**. If you receive information about another user through the Tresso Services, you must keep the information confidential and only use it in connection with the Tresso 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 a transaction 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 email to a user through the Tresso Services.

**5.9. Password Security; Contact Information.** 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 Tresso Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Tresso Account by third-parties and the loss or theft of any Digital Asset and/or funds held in your Tresso Account and any associated external wallets or accounts. You are responsible for keeping your email address and telephone number up to date in your Account 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 account login credentials due to no fault of Tresso and/or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Tresso Account information has been compromised, contact customer support immediately at service@Tresso.com.

**5.10. Taxes.** It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Tresso Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Tresso Account.

**5.11. Unclaimed Property**. If Tresso is holding funds in your account, and Tresso is unable to contact you and has no record of your use of the Services for the number of years as may be set out under any applicable law, Tresso may be required to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, Tresso will try to locate you at the address shown in our records, but if Tresso is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. Tresso reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

1. **Customer Feedback, Queries Complaints, and Dispute Resolution.**

**6.1. Contact Tresso.** If you have any feedback, questions, or complaints, contact us via our customer support webpage at or write to us at service@Tresso.com. When you contact us please provide us with your name, address, and any other information we may need to identify you, your Tresso Account, and the transaction on which you have feedback, questions, or complaints. If you believe your account has been compromised, you may also report your claim by contacting service@Tresso.com.

**6.2. Arbitration; Waiver of Class Action.** If you have a dispute with Tresso, 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, on an individual basis, 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>) and you and Tresso hereby expressly waive trial by jury and right to participate in a class action lawsuit or class-wide arbitration**. The arbitration will be conducted by a single, neutral arbitrator and shall take place in New York City, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitral decision may be enforced in any court. 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 shall be entitled to costs and attorneys' fees.

If the arbitrator(s) or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law. Apart from the foregoing, each Party will be responsible for any other fees or costs, such as attorney fees that the Party may incur. If a court decides that any provision of this section 6.2 is invalid or unenforceable, that provision shall be severed and the other parts of this section 6.2 shall still apply. In any case, the remainder of this Agreement will continue to apply.

1. **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 should use care in reviewing messages purporting to originate from Tresso. Always log into your Tresso Account through the Tresso Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

**7.2. Release; Indemnification.**  You agree to indemnify and hold Tresso, its affiliates and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives (collectively, the “**Indemnified Parties**”), 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 (i) your use, misuse, or inability to use the Tresso Sites, the Marketplace and the Tresso Services; (ii) your breach of this Agreement, or (iii) your violation of any law, rule or regulation, or the rights of any third party.

To the maximum extent permitted by applicable law, you hereby discharge, acquit, and otherwise release the Indemnified Parties, 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 the use of the Tresso Sites, the Marketplace, and the Tresso Services, including, but not limited to, claims relating to the following: negligence, gross negligence, intentional interference with contract or advantageous business relationship, defamation, privacy, publicity, misrepresentation, any financial loss not due to the fault of Tresso, the Tresso Sites or the Marketplace, false identities, fraudulent acts by others, invasion of privacy, release or misuse of personal information, disputes with other users of the Tresso Services, failed transactions, purchases or functionality of the Tresso Sites, unavailability of the Tresso Sites, its functions and/or the Tresso Services and any other technical failure that may result in inaccessibility to the Tresso Sites, the Marketplace, or the Tresso Services, or any claim based on vicarious liability for torts committed by users encountered or transacted with or through the Tresso Sites, the Marketplace or the Tresso Services, including, but not limited to, fraud, computer hacking, theft or misuse of personal information, assault, battery, stalking, rape, cheating, perjury, manslaughter, or murder.

The above list is intended to be illustrative only, and not exhaustive of the types or categories of claims released by you. This release is intended by the parties to be interpreted broadly in favor of Tresso, and thus any ambiguity shall be interpreted in a manner providing release of the broadest claims. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

If you are a California resident, you hereby waive California Civil Code Section 1542, which states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY HIS OR HER SETTLEMENT WITH THE DEBTOR.”

If you are a resident of another jurisdiction with a comparable statute or doctrine, you hereby waive such statute or doctrine to the extent permissible under applicable law.

**7.3.  Prohibited Jurisdictions.**Tresso does not accept customers from the Restricted States.

**7.4. Limitation of Liability; No Warranty.** IN NO EVENT SHALL TRESSO, 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 DIGITAL ASSET ON DEPOSIT IN YOUR TRESSO ACCOUNT AT THE TIME OF THE RELEVANT TRANSACTION (EXCLUDING ALL AMOUNTS NOT CREDITED OR LATER CREDITED TO YOUR TRESSO ACCOUNT) 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 TRESSO SITE OR THE TRESSO SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF TRESSO 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 TRESSO FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE VALUE OF THE SUPPORTED DIGITAL ASSET 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 DIGITAL 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 TRESSO 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, TRESSO SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. TRESSO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE TRESSO SITES, ANY PART OF THE TRESSO SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

TRESSO IS NOT RESPONSIBLE FOR ANY DIGITAL ASSET MARKET, AND TRESSO MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE VALUE OF ANY DIGITAL ASSET. Tresso makes no representations about the accuracy or completeness of historical Digital Asset price data available on the Site. Tresso will make reasonable efforts to ensure that requests for transactions are processed in a timely manner but Tresso makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

IF YOU ARE A NEW JERSEY RESIDENT, the provisions of this Section 7.4 are intended to apply only to the extent permitted under New Jersey law.

**7.5. Entire Agreement.** This Agreement, the Privacy Policy, E-Sign Consent, and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and Tresso as to the subject matter hereof, and supersedes 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 Tresso. Section headings in this Agreement are for convenience only, 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 on the Tresso Sites or emailing you the revised Agreement, and the revised Agreement shall be effective at such time. It is your responsibility to review the Tresso Sites and this Agreement on a regular basis. 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 Tresso Services, or suspension or termination of your access to the Tresso Services, except to the extent otherwise expressly set forth herein.

**7.7. 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 Tresso affiliates or subsidiaries, or to any successor in interest of any business associated with the Tresso Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

**7.8. Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, 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.

**7.9. Change of Control.** In the event that Tresso is acquired by or merged with a third party entity, 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.

**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, Tresso Account cancellation, debts owed to Tresso, general use of the Tresso Site, disputes with Tresso, 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 Tresso, except to the extent governed by federal law.

**7.12. Force Majeure.** We 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, 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.

**APPENDIX A: PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE**

**Prohibited Use**

You may not use your Tresso Account 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 Tresso Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us at service@Tresso.com. By opening an Tresso Account, you confirm that you will not use your Account to do any of the following:

* **Unlawful Activity**: Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Tresso 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;
* **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 Tresso Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Tresso Site, other Tresso Accounts, computer systems or networks connected to the Tresso Sites, through password mining or any other means; use Tresso Account information of another party to access or use the Tresso Sites, except in the case of specific authorizations by a user to access such user's Tresso Account 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 permission of Tresso;
* **Abuse Other Users**: Interfere with another individual's or entity's access to or use of any Tresso Services; defame, abuse, extort, harass, stalk, threaten, blackmail 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 Tresso Sites about others, including without limitation email addresses, without proper consent;
* **Fraud**: Activity which operates to defraud Tresso, Tresso users, or any other person; provide any false, inaccurate, or misleading information to Tresso;
* **Market Manipulation**: Activities with the intention of manipulating the markets of any Digital Asset, including its price, liquidity, trading volume or other characteristics;
* **Gambling**: Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance; and
* **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 Tresso intellectual property, name, or logo, including use of Tresso trade or service marks, without express consent from Tresso or in a manner that otherwise harms Tresso or the Tresso brand; any action that implies an untrue endorsement by or affiliation with Tresso.

**Prohibited Businesses**

In addition to the Prohibited Uses described above, the following non-exhaustive categories of businesses, business practices, and sale items are barred from Tresso Services (“**Prohibited Businesses**”).

By opening a Tresso Account, you confirm that you will not use Tresso Services in connection with any of following businesses, activities, practices, or items:

* **Restricted Financial Services:** Check cashing, bail bonds; collections agencies;
* **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;
* **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen;
* **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;
* **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs;
* **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;
* **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug;
* **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features;
* **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs;
* **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; or
* **High risk businesses:** any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.

**APPENDIX B: VERIFICATION PROCEDURES AND LIMITS**

As a registered money services business, we are required to identify users on our platform. This ensures we remain in compliance with KYC/AML laws in the jurisdictions in which we operate, something that is necessary for us to be able to continue to offer Digital Asset exchange services to our customers. Tresso collects and verifies information about you in order to: (a) protect Tresso and the community from fraudulent users, and (b) to keep appropriate records of Tresso’s customers.

All customers who wish to use Tresso Services are required to establish a Tresso Account by providing KYC information that include, without limitation, name, email address, password, state of residence, date of birth, full address, tax identification number, proof of source of funds, employment information and explanation of activity. Depending on your verification level, your use of all Tresso Services will be subject to a limit on the amount you may withdraw in a given period (e.g., daily, weekly and monthly).

Notwithstanding these minimum verification procedures for the referenced Tresso Services, Tresso 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 Tresso Services and/or before permitting you to engage in transactions beyond certain volume limits.

You may contact us at service@Tresso.com to request larger limits. Tresso may require you to submit to Enhanced Due Diligence. Additional fees and costs may apply, and Tresso does not guarantee that we will raise your limits.

**APPENDIX C: E-SIGN DISCLOSURE AND CONSENT**

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

**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 Tresso Account and your use of Tresso Services. Communications include:

* Terms of use and policies you agree to (e.g., the Tresso User Agreement 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.

We will provide these Communications to you by posting them on the Tresso Sites, emailing them to you at the primary email address listed in your Tresso 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 Tresso); and
* Sufficient storage space to save past Communications or an installed printer to print them.

**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 Tresso 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, Tresso 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 [service@Tresso.com](mailto:support@hbus.com).