

ZZ LIQUIDITY TERMS OF USE

Last updated October 21, 2022

The Terms of Use (“**Terms**”) are between you (referenced herein as “**you**,” “**your**,” or “**user**”) and ZZ Liquidity Inc., a British Virgin Islands company (referenced herein as **the “Company,” “we,” “us,”** or “**our**”). These Terms governs your access and use of the Interface (as defined below) provided by the Company accessible at <https://app.zerozero.markets> (the “**Site**”) (the Interface, the Site and any other related online services provided by Company are collectively referred to as the “**Services**”).

Please read these Terms carefully. By accessing, using, or attempting to access or use the Services, you acknowledge and agree that you have read, understood and accepted all of the terms and conditions contained in these Terms. If you do not agree, you may not access or use the Services and must immediately cease any use of the Services. We may amend these Terms from time to time by posting a revised version of these Terms to the Site and sending notice to the email associated with your Account (if applicable), and may do so without advance notice to you. Accordingly, please review the Terms posted at this location on a periodic basis. Each time you use the Services, you agree to be bound by these Terms in effect at the time of your use thereof. If you do not agree to the revised Terms, you are not permitted to use the Services.

THESE TERMS CONTAINS IMPORTANT PROVISIONS INCLUDING AN ARBITRATION PROVISION THAT REQUIRES YOU AND THE PROVIDERS TO RESOLVE ALL DISPUTES BY BINDING ARBITRATION INSTEAD OF IN COURT, UNLESS YOU CHOOSE TO OPT OUT OF SUCH PROVISION. PLEASE SEE SECTION 12 TITLED “DISPUTE RESOLUTION BY BINDING ARBITRATION AND CLASS ACTION WAIVER” BELOW. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT, YOU WAIVE YOUR RIGHT TO TRIAL BY JURY, AND EXCEPT AS PERMITTED BY SECTION 12, YOU WILL NOT BE ABLE TO BRING ANY CLAIMS IN STATE OR FEDERAL COURT.

AS EXPLAINED IN FURTHER DETAIL IN THE SECTION BELOW ENTITLED “E-SIGN DISCLOSURE AND CONSENT,” AUTHORIZATION TO ELECTRONICALLY RECEIVE ANY AND ALL COMMUNICATIONS (DEFINED BELOW) IS A CONDITION OF ACCESS TO AND USE OF THE SERVICES, MEANING THAT IF YOU REVOKE YOUR CONSENT TO RECEIVE SUCH COMMUNICATIONS ELECTRONICALLY YOU UNDERSTAND THAT YOU MAY NOT CONTINUE TO ACCESS OR USE THE SERVICES.

PART A: GENERAL TERMS

1. THE SERVICES.

- a) **zerozero DEX.** The Company provides a front-end interface accessible via the Site which allows users to interface with a set of decentralized smart contracts that facilitate the exchange of tokens between end users on a decentralized exchange (the “**Interface**”); however, the Interface itself does not exchange or custody tokens. The decentralized exchange (“**DEX**”) and its underlying smart contract is referred to herein as the “**Protocol**”. The Protocol may continue to develop and evolve through its community, but the Protocol is not part of the Services. Your use of the Protocol is entirely at your own risk and the Protocol is provided “AS IS” and “AS AVAILABLE” and without warranties of any kind. All transactions on the Protocol are run by permissionless smart contracts and the Interface and the Company do not provide, own or control any part of the Protocol or any transactions conducted on the Protocol. For the avoidance of doubt, the Interface and the Company do not control the blockchain or the protocols that govern the Ethereum blockchain (the “**Ethereum Network**”) and cannot control

activity and data on the Ethereum Network, the validation of transactions on the Ethereum Network, or the use of the Ethereum Network.

- b) **Locations.** We do not offer all of the Services in all jurisdictions and make no claims that the Services or any of their content is accessible or appropriate in all jurisdictions. Additional information regarding the Services may be available and obtained through the Site. The Services, and certain aspects of the Services, may, as applicable, be delayed, restricted, forfeited, or ultimately unavailable due to certain laws and regulations governing our Services as well as certain circumstances and conditions associated with your use of the Services. By using the Services, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you in your jurisdiction.
- c) **Eligibility.** In order to use the Services, you must be at least eighteen (18) years of age (or the applicable age of majority and contractual capacity in the jurisdiction in which you reside).
- d) **Wallet.** To use certain of the Services, such as the Interface, you may need to link a third-party digital wallet (e.g., MetaMask or TrustWallet) ("**Wallet**") with the Services. By using a Wallet in connection with the Services, you agree that you are using such Wallet under the terms and conditions of the applicable third party provider of such Wallet. Wallets are not associated with, maintained by, supported by or affiliated with the Company. The Company accepts no responsibility or liability to you in connection with your use of a Wallet, and makes no representations or warranties regarding how the Services will operate with any specific Wallet. **The private keys and/or seed phrases necessary to decrypt a Wallet are held solely by you, and not by the Company. The Company has no ability to help you access or recover your private keys and/or seed phrases for your Wallet, so please keep them in a safe place.**

2. PROHIBITED ACTIVITIES.

- a) **Illegal Activities.** You are responsible for complying with applicable law, including state and federal laws and regulations regarding money laundering, terrorist financing, and money transfer and remittance. You are responsible for understanding and abiding by the laws and regulations of each jurisdiction in which you use our Services.
- b) **General Prohibitions.** You agree not to do any of the following:
 - Use, display, mirror, or frame the Services or any individual element within the Services, the name of the Services, any trademark, logo, or other proprietary information on the Services (whether owned by the Company or licensed from a third party), or the layout or design of any page or form contained on a page, without the Company's express written consent (but for clarity, the foregoing prohibition does not prohibit you from creating your own independently designed interface that accesses and works with the Protocol);
 - Access, tamper with, or use non-public areas of the Services, the Company's computer systems, or the technical delivery systems of the Company's providers;
 - Attempt to probe, scan, or test the vulnerability of the Company's (or its providers') system or network or breach any security or authentication measures;

- Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by the Company or any of its providers or any other third party (including another user) to protect the Services;
 - Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools, or the like) other than the software and/or search agents provided by the Company or other generally available third-party web browsers;
 - Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services;
 - Use the Services for illegal, harassing, unethical, or disruptive purposes, including engaging in any conduct intended to disrupt or diminish the experience for other users or disrupt operation of the Services in any way, including: (i) disrupting or assisting in the disruption of any computer used to support the Services, or (ii) harassment, "griefing," abusive behavior or chat, conduct intended to unreasonably undermine or disrupt the experiences of others, deliberate inactivity, or disconnecting;
 - Use the Services in such a way as to infringe the privacy, intellectual property rights, or other rights of third parties;
 - Interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
 - Impersonate or misrepresent your affiliation with any person or entity;
 - Violate any applicable law or regulation; or
 - Encourage or enable any other individual to do any of the foregoing.
- c) **Service Limitations.** Except as required by law, we may, without notice and without liability to you, suspend or terminate access to, or refuse to provide, any Services at any time in our sole discretion, including without limitation:
- if we believe, in our sole discretion, you have engaged in any of the prohibited activities set forth in Section 2(b) above;
 - if you provide any incomplete, incorrect or false information to us;
 - if you have breached any portion of these Terms;
 - if we determine such action is necessary to comply with these Terms, any of our policies, procedures or practices, or any law, rule or regulation; and/or
 - as otherwise set forth in Section 8.

You agree that we will not be held responsible or liable to you or any other person for such action except as required by law.

3. **DELAYS OR ERRORS.** We are not responsible for any delays or errors in the provision of the Services.
4. **NOTICE.** Any notice required to be given by the Company under these Terms, or otherwise, may be provided to you by email, a posting on the Site, or other reasonable means. The Company may broadcast, distribute or display notices or messages through the Site or via email to inform you of changes to these Terms, the Services or other matters of importance. Such broadcast, distributions or displays of information shall constitute notice to you. Your continued use of the Site or the Services subsequent to such notification shall be deemed an acknowledgement and acceptance thereof.
5. **DATA AND PRIVACY.** All collection, sharing, and use of data regarding access to the Site and usage of the Services is governed by our Privacy Policy [\[ADD HYPERLINK\]](#).
6. **INTELLECTUAL PROPERTY.**
 - a. **Ownership.** The Company reserves all rights in and to the Site and Services and all related intellectual property. “zerozero,” and all associated logos, trademarks or other identifiers displayed within the Site are the sole property of the Company or its affiliates or licensors. You acknowledge that, as between you and us, all rights, title and interest, including all copyright, trademark, patent, trade secret and other intellectual property or proprietary rights, related to the Site (including all modifications, improvements, upgrades, and derivative works thereof) belong exclusively to the Company. You shall honor and comply with any and all contractual, statutory or common law rights of the Company, as well as any applicable third parties, arising out of or relating to the provision or use of the Site or Services.
 - b. **Feedback.** We welcome feedback, bug reports, comments, and suggestions for improvements to the Services, but please do not send suggestions for creative ideas, designs, pitch portfolios, or other similar such materials (“**Unsolicited Ideas**”). We may currently be developing, have developed, or in the future will develop ideas or materials internally or receive ideas or materials from other parties that may purely by coincidence be similar to Unsolicited Ideas. If you ignore this policy and send us your Unsolicited Ideas anyway, you grant us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable, and transferable license under any and all intellectual property or other rights that you own or control to use, copy, modify, create derivative works based upon, make, have made, sell, offer for sale, import, and otherwise exploit in any manner or medium whatsoever known now or in the future your Unsolicited Ideas for any purpose, without compensation to you.
7. **INTERACTIONS WITH THIRD PARTIES.** Any websites that are accessible via links embedded in the Site that take you away from the Site or browser extensions that may be used while on the Site are not within the Company’s control and we are not responsible for the content, products, services, or terms of any linked website. All such websites are subject to the terms, conditions, policies, and procedures of the owner of such website and not these Terms. Accordingly, the Company hereby expressly disclaims and shall not have any liability or responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on any such websites accessible through

links on the Site. We encourage you to read the applicable terms and conditions to understand your rights and obligations.

8. **TERMINATION.** The Company, in its sole discretion, may suspend or terminate your access to or use of the Services, for any reason, including, without limitation, if we receive a facially valid subpoena, court order or other binding order from a government authority requiring us to do so or if we believe you have violated these Terms, in letter or in spirit. The Company may also, in its sole discretion, discontinue providing the Services, or any part thereof, with or without notice.

All provisions of these Terms which, according to their terms or their nature, should survive termination, including, without limitation, provisions with respect to limitation of liability and disclaimer of warranties, shall survive.

9. **Indemnification.** You will indemnify, defend and hold the Company, its affiliates, and their parents, subsidiaries, officers, employees, agents, directors, managers, equity owners, successors and assigns (the “**Company Entities**”), as applicable, harmless from any claim or demand, including reasonable attorneys’ fees, due to or arising out of (i) your access and use of the Services, (ii) any violation of these Terms, (iii) any infringement by you (or anyone accessing the Site using your Account) of any intellectual property or other right of any person or entity or (iv) any violation by you of any applicable laws, rules or regulations while using the Services.

10. **LIMITATION OF LIABILITY.** IN ADDITION, TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING DAMAGES RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES; OR (III) UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR ALTERATION OF YOUR ACCOUNT OR DATA. YOU SPECIFICALLY AGREE THAT THE COMPANY ENTITIES ARE NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OF, ON, OR THROUGH THE SITE OR THE SERVICES, OR FOR ANY INFRINGEMENT OR VIOLATION OF YOUR RIGHTS BY ANY OTHER PARTY, INCLUDING BUT NOT LIMITED TO INTELLECTUAL PROPERTY RIGHTS, RIGHTS OF PUBLICITY, OR RIGHTS OF PRIVACY. THE COMPANY ENTITIES ARE NOT LIABLE FOR ANY CHANGES IN VALUE IN DIGITAL CURRENCY OR FIAT CURRENCY. THE COMPANY ENTITIES’ TOTAL LIABILITY TO YOU FOR BREACH OF CONTRACT AND FOR ANY AND ALL OTHER CLAIMS (INCLUDING TORT CLAIMS) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE SITE OR THE SERVICES, SHALL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT OF ALL PAYMENTS MADE BY YOU TO THE COMPANY ENTITIES HEREUNDER OR (II) ONE HUNDRED U.S. DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. **DISCLAIMER OF WARRANTIES.**

- YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND SERVICES ARE AT YOUR SOLE RISK AND EXPENSE AND SUBJECT TO THESE TERMS, ANY APPLICABLE LAW, AND ANY ADDITIONAL TERMS AND CONDITIONS IMPOSED BY ANY ISSUER OF DIGITAL CURRENCY OR OTHER THIRD PARTY. THE SITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND

NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. THE COMPANY ENTITIES MAKE NO WARRANTY THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. THE PROVIDER MAKES NO WARRANTY REGARDING ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY ENTITIES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

- **Assumption of Risks.** To the extent the Services allow you to interact with the Ethereum Network or any other blockchain (including the protocols that govern such blockchain) or any third-party websites, cryptocurrency wallets or other resources (each, a “**Third Party Resource**”), you understand that your use of each Third Party Resource is entirely at your own risk. Each Third Party Resource is available on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, quiet enjoyment, and non-infringement. You assume all risks associated with using each Third Party Resource, and digital assets and decentralized systems generally, including, but not limited to, that digital assets are highly volatile; you may not have ready access to assets; changes to regulatory regimes governing blockchain technologies may materially adversely affect the development of the Services and therefore the potential utility of your tokens or assets; and you may lose some or all of your tokens or other assets. You agree that you will have no recourse against the Company Entities or anyone else for any losses due to the use of any Third Party Resource. For example, these losses may arise from or relate to: (i) lost funds; (ii) server failure or data loss; (iii) corrupted cryptocurrency wallet files; (iv) unauthorized access; (v) bugs, errors, mistakes, or inaccuracies; (vi) third-party activities, including by governments and regulators; or (vii) other unanticipated risks.
- You acknowledge that we are not acting as an exchange, broker, financial institution or creditor, nor are we providing any form of financial or other regulated service to you. These Terms are not intended to, and do not, create or impose any fiduciary duties on us, and you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party.

12. DISPUTE RESOLUTION BY BINDING ARBITRATION AND CLASS ACTION WAIVER.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

ARBITRATION AGREEMENT. ANY DISPUTE, CONTROVERSY, OR CLAIM (COLLECTIVELY, “**CLAIM**”) RELATING IN ANY WAY TO YOUR USE OF THE COMPANY’S SERVICES AND/OR PRODUCTS, INCLUDING THE SERVICES, AND ANY USE OR ACCESS OR LACK OF ACCESS THERETO, WILL BE RESOLVED BY ARBITRATION, INCLUDING THRESHOLD QUESTIONS OF ARBITRABILITY OF THE CLAIM, EXCEPT AS PERMITTED HEREIN. YOU AND THE COMPANY AGREE THAT ANY CLAIM WILL BE SETTLED BY FINAL AND BINDING ARBITRATION, USING THE ENGLISH LANGUAGE, ADMINISTERED BY JAMS UNDER ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND THE JAMS CONSUMER MINIMUM STANDARDS (TOGETHER, THE “**JAMS RULES**”) THEN IN EFFECT (THOSE RULES ARE DEEMED TO BE INCORPORATED BY REFERENCE INTO THIS SECTION, AND AS OF THE DATE OF THESE TERMS). ARBITRATION WILL BE HANDLED BY A SOLE ARBITRATOR IN ACCORDANCE WITH THE JAMS RULES. JUDGMENT ON THE ARBITRATION AWARD MAY BE ENTERED IN ANY COURT THAT HAS JURISDICTION. ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS – CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. YOU UNDERSTAND THAT BY AGREEING TO THESE TERMS, YOU AND THE COMPANY ARE EACH WAIVING

THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. NOTWITHSTANDING THE FOREGOING, YOU HAVE A RIGHT TO HAVE THE ARBITRATION CONDUCTED VIA TELEPHONE, OR AS AN IN-PERSON HEARING IN YOUR HOMETOWN AREA (IF YOU LIVE IN THE UNITED STATES) OR ANOTHER LOCATION THAT IS REASONABLY CONVENIENT TO YOU.

WAIVER OF CLASS ARBITRATION OR ACTIONS. ANY CLAIMS YOU OR WE ASSERT UNDER THESE TERMS WILL BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, CONSOLIDATED, REPRESENTATIVE OR COLLECTIVE BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE FOR CLAIMS COVERED BY THIS ARBITRATION AGREEMENT, AND YOU AND WE AGREE THAT CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED UNDER ANY CIRCUMSTANCES, INCLUDING THAT ANY CLAIMS OF MORE THAN ONE CUSTOMER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANOTHER CUSTOMER OR PERSON. YOU AND WE AGREE TO GIVE UP THE ABILITY TO PARTICIPATE IN ANY FORM OF CLASS ARBITRATION AND/OR ACTION. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY. ANY DISPUTE MUST BE INITIATED WITHIN ONE YEAR AFTER THE COMPLAINING PARTY DISCOVERS THE FACTS THAT FORM THE BASIS FOR THE CONTROVERSY OR CLAIM, OR IT IS FOREVER WAIVED.

ARBITRATION COSTS. PAYMENT FOR ANY AND ALL REASONABLE JAMS FILING, ADMINISTRATIVE AND ARBITRATOR FEES WILL BE IN ACCORDANCE WITH THE JAMS RULES, EXCEPT THAT IF YOU DEMONSTRATE THAT ANY SUCH COSTS AND EXPENSES OWED BY YOU UNDER THOSE RULES WOULD BE PROHIBITIVELY MORE EXPENSIVE THAN A COURT PROCEEDING, THE COMPANY WILL PAY THE AMOUNT OF ANY SUCH COSTS AND EXPENSES THAT THE ARBITRATOR DETERMINES ARE NECESSARY TO PREVENT THE ARBITRATION FROM BEING PROHIBITIVELY MORE EXPENSIVE THAN A COURT PROCEEDING (SUBJECT TO POSSIBLE REIMBURSEMENT AS SET FORTH BELOW).

FEES AND COSTS MAY BE AWARDED AS PROVIDED PURSUANT TO APPLICABLE LAW. IF THE ARBITRATOR FINDS THAT EITHER THE SUBSTANCE OF YOUR CLAIM OR THE RELIEF SOUGHT IN THE DEMAND IS FRIVOLOUS OR BROUGHT FOR AN IMPROPER PURPOSE (AS MEASURED BY THE STANDARDS SET FORTH IN THE FEDERAL RULES OF CIVIL PROCEDURE 11(B)), THEN THE PAYMENT OF ALL FEES WILL BE GOVERNED BY THE JAMS RULES. IN THAT CASE, YOU AGREE TO REIMBURSE THE COMPANY FOR ALL MONIES PREVIOUSLY DISBURSED BY IT THAT ARE OTHERWISE YOUR OBLIGATION TO PAY UNDER THE APPLICABLE RULES. IF YOU PREVAIL IN THE ARBITRATION AND ARE AWARDED AN AMOUNT THAT IS LESS THAN THE LAST WRITTEN SETTLEMENT AMOUNT OFFERED BY THE COMPANY BEFORE THE ARBITRATOR WAS APPOINTED, THE COMPANY WILL PAY YOU THE AMOUNT IT OFFERED IN SETTLEMENT. THE ARBITRATOR MAY MAKE RULINGS AND RESOLVE DISPUTES AS TO THE PAYMENT AND REIMBURSEMENT OF FEES OR EXPENSES AT ANY TIME DURING THE PROCEEDING AND UPON REQUEST FROM EITHER PARTY MADE WITHIN 14 DAYS OF THE ARBITRATOR'S RULING ON THE MERITS.

EXCEPTIONS TO ARBITRATION. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, YOU AGREE THAT THE FOLLOWING TYPES OF DISPUTES WILL BE RESOLVED IN A COURT OF PROPER JURISDICTION:

- DISPUTES OR CLAIMS WITHIN THE JURISDICTION OF A SMALL CLAIMS COURT CONSISTENT WITH THE JURISDICTIONAL AND DOLLAR LIMITS THAT MAY APPLY, AS LONG AS IT IS BROUGHT AND MAINTAINED AS AN INDIVIDUAL DISPUTE AND NOT AS A CLASS, REPRESENTATIVE OR CONSOLIDATED ACTION OR PROCEEDING;
- DISPUTES OR CLAIMS WHERE THE SOLE FORM OF RELIEF SOUGHT IS INJUNCTIVE RELIEF (INCLUDING PUBLIC INJUNCTIVE RELIEF); OR

- INTELLECTUAL PROPERTY DISPUTES.

SEVERABILITY. YOU AND WE AGREE THAT IF ANY PORTION OF THIS SECTION 12 IS FOUND ILLEGAL OR UNENFORCEABLE, THAT PORTION SHALL BE SEVERED AND THE REMAINDER OF THIS SECTION 12 SHALL BE GIVEN FULL FORCE AND EFFECT.

OPT-OUT. YOU HAVE THE RIGHT TO OPT OUT OF THE PROVISIONS OF THIS SECTION 12 BY SENDING A TIMELY WRITTEN NOTICE OF YOUR DECISION TO OPT OUT TO THE FOLLOWING ADDRESS: Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands OR BY EMAIL TO 10177690@trinitychambers.com, WITHIN 30 DAYS AFTER FIRST REGISTERING AN ACCOUNT TO USE THE SERVICES OR AGREEING TO THESE TERMS; OTHERWISE YOU SHALL BE BOUND TO ARBITRATE DISPUTES ON A NON-CLASS BASIS IN ACCORDANCE WITH THESE TERMS. YOUR NOTICE MUST INCLUDE YOUR NAME AND ADDRESS AND A CLEAR STATEMENT THAT YOU WANT TO OPT OUT OF THIS SECTION 12 OF THE TERMS. IF YOU OPT OUT OF ONLY THE ARBITRATION PROVISIONS, AND NOT ALSO THE CLASS ACTION WAIVER, THE CLASS ACTION WAIVER STILL APPLIES. YOU MAY NOT OPT OUT OF ONLY THE CLASS ACTION WAIVER AND NOT ALSO THE ARBITRATION PROVISIONS. IF YOU OPT OUT OF THIS SECTION 12, ALL OTHER PARTS OF THESE TERMS WILL CONTINUE TO APPLY TO YOU. OPTING OUT OF THIS SECTION 12 WILL NOT HAVE ANY EFFECT ON OTHER ARBITRATION AGREEMENTS THAT YOU MAY CURRENTLY HAVE WITH THE Company, OR MAY ENTER INTO IN THE FUTURE WITH THE Company.

13. GENERAL TERMS.

- Entire Agreement.** These Terms constitutes the entire agreement between you and the Company and governs your use of the Services, superseding any prior agreements between you and the Company with respect to your use of the Site and Services.
- Governing Law and Disputes.** These Terms are governed by and construed in accordance with the laws of the British Virgin Islands, excluding its conflicts of laws provisions. To the extent any claims may be made in court pursuant to these Terms, and subject to the arbitration agreement contained in Section 12 if you have not opted out of the same, you agree to submit to the personal and exclusive jurisdiction of the courts located in the British Virgin Islands. TO THE EXTENT THE DISPUTE RESOLUTION BY BINDING ARBITRATION SECTION ABOVE IS INAPPLICABLE TO A CLAIM OR ACTION, AND WITHOUT PREJUDICE TO SUCH SECTION, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS; EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION; AND EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY TO ENTER INTO THESE TERMS. You and the Company agree that any lawsuit arising out of or related to these Terms or your use of the Site or the Services, which is brought by you or any third party, must commence within one (1) year after the cause of action arises; otherwise, such cause of action is permanently barred.
- Waiver.** The Company's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing.

- d) **Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in operating the Services, when and to the extent such failure or delay is caused by or results from any events beyond our ability to control, including flood, fire, earthquake, epidemics, pandemics, quarantine restrictions, tsunamis, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown, shortage of adequate power or electricity, and other similar events beyond our control.
- e) **Third Party Beneficiaries.** The provisions of these Terms are solely for the benefit of you and the Company, and, except as specifically provided herein, no third party (including creditors of any party) may seek to enforce, or benefit from, these provisions, or seek redress for any breach or other damage, alleged or proved, under these Terms.
- f) **Headings.** The section titles in these Terms are solely used for the convenience of the parties and have no legal or contractual significance.
- g) **Severability.** If any provision of these Terms, either in whole or in part, is held to be illegal, invalid, void as against public policy, or unenforceable for any reason under present or future law, such provision shall be fully severable without effect on the remaining provisions, which shall continue in full force and effect and remain legal, valid, effective, and enforceable as if the illegal, invalid, void, or unenforceable provision(s) had never comprised a part of such provision or these Terms, as applicable. In lieu of the illegal, invalid, void, or unenforceable provision, there shall be added a provision as similar in terms and legal effect to the illegal, invalid, void, or unenforceable provision as may be possible and which may be legal, valid, effective and enforceable.
- h) **Modification of Services or Terms.** The Company reserves the right to modify or discontinue all or any portion of the Services with or without notice to you. The Company will not be liable to you if we modify or discontinue all or any portion of the Services. Without limiting the generality of the foregoing, you acknowledge and agree that the Company may modify the Services to change how it interacts with the Protocol, including to prevent any specific token or other asset from being tradeable or accessible via the Interface. The Company may change the terms and conditions of these Terms at any time in our sole discretion. Your continued use of the Site or the Services subsequent to such modification shall be deemed an acknowledgment and acceptance thereof.
- i) **Assignment.** You may not assign any rights and/or licenses granted under these Terms. We reserve the right to assign our rights without restriction, including without limitation to any affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. In the event that the Company 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.

- j) **CONTACT INFORMATION.** If you have any questions regarding these Terms, the Services and/or the Site, please contact us at:

Email: support@zerozero.markets

Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands