

Zapper Terms of Use Agreement

Effective Date: April 6, 2021

PLEASE READ THIS TERMS OF USE AGREEMENT (THE **"TERMS OF USE"**) CAREFULLY AS IT IS A BINDING AGREEMENT BETWEEN YOU AND ZAPPER, INC. (**"ZAPPER," "WE,"** OR **"US"**) CONCERNING YOUR ACCESS TO AND USE OF THE ZAPPER WEBSITE (ZAPPER.FI) (THE **"WEBSITE"**) AND DECENTRALIZED FINANCE (**"DEFI"**) WEB-HOSTED INTERFACE AND DASHBOARD (THE **"INTERFACE"**), AS WELL AS ANY OTHER WEBSITE, COMMUNITY, BLOG, MEDIA FORM, MEDIA CHANNEL, OR MOBILE WEBSITE RELATED, LINKED, OR OTHERWISE CONNECTED THERETO (EACH A **"SERVICE"** AND COLLECTIVELY, THE **"SERVICES"**). BY CLICKING ON THE **"CONNECT"** OR **"LET'S GO!"** BUTTON, CONNECTING YOUR WALLET (AS DEFINED HEREIN), AND/OR BROWSING, ACCESSING OR USING ANY CONTENT, INFORMATION, SERVICES, FEATURES OR RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE OR SERVICES, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH ZAPPER, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE. THE TERM **"YOU"** REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, THAT IS USING OR ACCESSING THE SERVICES OR THAT IS IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.**

PLEASE BE AWARE THAT SECTION 15 (DISPUTE RESOLUTION) OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

Your use of, and participation in, certain Services may be subject to additional terms (**"Supplemental Terms"**) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the **"Agreement."**

The Services primarily consist, without limitation, of the Website and Interface, which allow you to connect a digital Ethereum wallet (your **"Wallet"**) in order to track and monitor a portfolio of Ethereum, including assets, debts, liquidity, pools, staking, claimable rewards and yield farming activities, as well as to exchange, invest and re-balance between supported DeFi platforms. The Interface also allows you to access certain supported DeFi applications such as yearn.finance, Uniswap, Balancer, and Curve (each, an **"Ecosystem Partner"**) and uses DeFi shortcut smart contracts (**"Zaps"**) that bundle cross-protocols actions to help you access unique investment opportunities in less time.

ZAPPER IS A NON-CUSTODIAL PLATFORM AND DOES NOT HAVE ACCESS TO YOUR PRIVATE KEY AND CANNOT INITIATE A TRANSFER OF ETHEREUM OR OTHERWISE ACCESS YOUR ETHEREUM. ZAPPER IS NOT A BROKER OR INTERMEDIARY AND IS IN NO WAY YOUR AGENT, ADVISOR, OR CUSTODIAN, AND WE DO NOT HAVE A FIDUCIARY RELATIONSHIP OR OBLIGATION TO YOU REGARDING ANY OTHER DECISIONS OR ACTIVITIES THAT YOU EFFECT WHEN USING YOUR WALLET OR OUR SERVICES. WE ARE NOT

RESPONSIBLE FOR ANY ACTIVITIES THAT YOU ENGAGE IN WHEN USING YOUR WALLET, AND YOU SHOULD UNDERSTAND THE RISKS ASSOCIATED WITH ETHEREUM. UNLESS EXPLICITLY PROVIDED IN WRITING, WE DO NOT HOST OR MAINTAIN ECOSYSTEM PARTNERS ACCESSIBLE ON OUR SERVICES AND DO NOT PARTICIPATE IN ANY TRANSACTIONS ON SUCH ECOSYSTEM PARTNERS, RECOMMEND, ENDORSE, OR OTHERWISE TAKE A POSITION ON YOUR USE OF THESE SERVICES.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY ZAPPER IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Zapper will make a new copy of the Terms of Use Agreement available within the Services and any new Supplemental Terms will be made available from within, or through, the affected Service. We will also update the “Last Updated” date at the top of the Terms of Use Agreement. Any changes to the Agreement will be effective immediately for new users of the Website and/or Services and will be effective thirty (30) days after posting notice of such changes on the Website and/or Services for existing users of the Services. Zapper may require you to provide consent to the updated Agreement in a specified manner before further use of the Website and/or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website and/or the Services. Otherwise, your continued use of the Website and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1. USE OF THE SERVICES AND ZAPPER PROPERTIES. The Services and the information and content available in the Services (collectively, the “**Zapper Properties**”) are protected by copyright laws throughout the world. Subject to the Agreement, Zapper grants you a limited license to reproduce portions of Zapper Properties for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by Zapper in a separate license, your right to use any and all Zapper Properties is subject to the Agreement.

1.1 Updates. You understand that Zapper Properties are evolving. You acknowledge and agree that Zapper may update Zapper Properties with or without notifying you. You may need to update third-party software from time to time in order to use Zapper Properties.

1.2 Certain Restrictions. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Zapper Properties or any portion of Zapper Properties; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Zapper Properties (including images, text, page layout or form) of Zapper; (c) you shall not use any metatags or other “hidden text” using Zapper’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Zapper Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of Zapper Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in Zapper Properties. Any future release, update or other addition to Zapper Properties shall be subject to the Agreement. Zapper, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of any Zapper Property terminates the licenses granted by Zapper pursuant to the Agreement.

2. REGISTRATION.

2.1 Connecting Your Wallet. In order to use the Interface and access certain features of Zapper Properties you must already have a Wallet that is supported in the Services. You cannot create a Wallet using the Services.

2.2 Third-Party Accounts. In order to access certain features of Zapper Properties, such as the Feature Requests platform (features.zapper.fi), you may be required to become a Registered User. For purposes of the Agreement, a **“Registered User”** is a user who has a valid account on the third-party service provider or social networking service supported by the Services, such as Facebook, Twitter, GitHub or Canny, through which the user has connected to the Services (each such account, a **“Third-Party Account”**).

2.3 Connected Content. You hereby authorize Zapper to receive and/or access any and all information from your Wallet or Third-Party Account necessary for Zapper to provide the functionality of the Interface and Services. You represent that you are entitled to grant Zapper access to your Wallet or Third-party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the Wallet or such Third-Party Account. By granting Zapper access to your Wallet or Third-Party Account, you understand that Zapper may access and make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through Zapper Properties (**“Content”**) or personal financial data that you have provided to and stored in your Wallet or Third-Party Account, as applicable (collectively, the **“Connected Content”**), so that it is available on and through the Zapper Properties via your Wallet or Third-Party Account. Please note that if a Wallet, Third Party Account, or associated service becomes unavailable, or Zapper’s access to such Wallet or Third-Party Account is terminated by the third-party service provider, then Connected Content will no longer be available on and through Zapper Properties, and the functionality of the Interface and Services may cease. Unless otherwise specified in the Agreement, all Connected Content shall be considered to be Your Content (as defined in Section 3.1 (Types of Content)) for all purposes of the Agreement. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through the Zapper Properties. You have the ability to disable the connection between the Services and your Wallet or Third-Party Account at any time by logging out of your Wallet or Third Party Account. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR WALLETS AND THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND ZAPPER DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH WALLETS. Zapper makes no effort to review any Connected Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and Zapper is not responsible for any Connected Content.

2.4 Representations. You represent that you are (i) at least thirteen (13) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using Zapper Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur during your use of the Services. You agree that you shall monitor your use of the Services to restrict use by minors, and you will accept full responsibility for any unauthorized use of Zapper Properties by minors.

2.5 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to Zapper Properties, including but not limited to any hardware device required to connect your Wallet (such as a Ledger Hardware device) or a mobile device that is suitable to connect with and use Zapper Properties, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing Zapper Properties. You will be responsible for keeping your hardware devices, including your phone, secure and for any activity associated with such devices and your Wallet when using our Services. Zapper will not be responsible if someone else accesses your devices and authorizes a transaction upon receipt of a valid transfer initiated from the Services.


3. RESPONSIBILITY FOR CONTENT. Types of Content. You acknowledge that all Content, including Zapper Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not Zapper, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“**Make Available**”) through Zapper Properties (“**Your Content**”), and that you and other Registered Users of Zapper Properties, and not Zapper, are similarly responsible for all Content that you and they Make Available through Zapper Properties (“**User Content**”).

4. OWNERSHIP.

4.1 Zapper Properties. Except with respect to any Open Source Software, your Wallet, Your Content, Connected Content, and User Content, you agree that Zapper and its suppliers own all rights, title and interest in Zapper Properties (including but not limited to, the Website, Interface, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, and Zapper software). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Zapper Properties.

4.2 Open Source Software. You acknowledge that the Services may use, incorporate or link to certain open-source components and that your use of the Services is subject to, and you will comply with any, applicable “open source” or “free software” licenses (“**Open Source Software**”). Some of the Open Source Software is owned by third parties. Each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Zapper makes such Open Source Software, and Zapper’s modifications to that Open Source Software, available by written request at the notice address specified below.

4.3 Your Wallet. You are the sole owner of the Ethereum in your Wallet and may elect to extract your private key from the Services or otherwise transfer your Ethereum to another Wallet or platform at any time.

4.4 Trademarks.  Zapper, ZAPPER, and all related graphics, logos, service marks and trade names used on or in connection with any Zapper Properties or in connection with the Services are the trademarks of Zapper and may not be used without permission in connection with your, or any third party, products or services. Other trademarks, service marks and trade names that may appear on or in Zapper Properties are the property of their respective owners.

4.5 Your Content. Zapper does not claim ownership of Your Content. However, when you as a

Registered User post or publish Your Content on or in Zapper Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

4.6 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Zapper through Discord or otherwise through the Website or its suggestion, feedback, feature request, blog, community, forum, or similar pages ("**Feedback**") is at your own risk and that Zapper has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Zapper a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Zapper Properties and/or Zapper's business.

5. USER CONDUCT. As a condition of use, you agree not to use Zapper Properties for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) either (a) take any action or (b) Make Available any Content on or through Zapper Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without Zapper's prior written consent; (v) impersonates any person or entity, including any employee or representative of Zapper; (vi) interferes with or attempt to interfere with the proper functioning of Zapper Properties or uses Zapper Properties in any way not expressly permitted by this Agreement; (vii) jeopardizes the security of your Wallet or anyone else's (such as allowing someone else to log in to the Services as you); (viii) attempts, in any manner, to obtain the private key, password, account, or other security information from any other user; (ix) attempts to access another user's Wallet, private key or other security information on any third-party site or services that provide access to such user's Wallet or private key on our Services; or (x) attempts to engage in or engage in, any potentially harmful acts that are directed against Zapper Properties, including but not limited to violating or attempting to violate any security features of Zapper Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in Zapper Properties, introducing viruses, worms, or similar harmful code into Zapper Properties, or interfering or attempting to interfere with use of Zapper Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" Zapper Properties.

6. INVESTIGATIONS. Zapper may, but is not obligated to, monitor or review Zapper Properties and Content at any time. Without limiting the foregoing, Zapper shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Agreement or any applicable law. Although Zapper does not generally monitor user activity occurring in connection with Zapper Properties or Content, if Zapper becomes aware of any possible violations by you of any provision of the Agreement, Zapper reserves the right to investigate such violations, and Zapper may, at its sole discretion, immediately terminate your license to use Zapper Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

7. INTERACTIONS WITH OTHER USERS.

7.1 User Responsibility. You are solely responsible for your interactions with other Registered Users and any other parties with whom you interact; provided, however, that Zapper reserves the right, but has no obligation, to intercede in such disputes. You agree that Zapper will not be responsible for any liability incurred as the result of such interactions.

7.2 Content Provided by Other Users. Zapper Properties may contain User Content provided by other Registered Users. Zapper is not responsible for and does not control User Content. Zapper has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to, User Content. You use all User Content and interact with other Registered Users at your own risk.

8. INDEMNIFICATION. You agree to indemnify and hold Zapper, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a **“Zapper Party”** and collectively, the **“Zapper Parties”**) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, any Zapper Property; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Registered Users; or (e) your violation of any applicable laws, rules or regulations. Zapper reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Zapper in asserting any available defenses. This provision does not require you to indemnify any of the Zapper Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to Zapper Properties.

9. ASSUMPTION OF RISK. In order to be successfully completed, any Ethereum transaction created with or sent to your Wallet must be confirmed and recorded in a blockchain associated with the relevant Ethereum. Zapper has no control over any blockchain and therefore cannot and does not ensure that any transaction details that you submit or receive via our Services will be confirmed on the relevant blockchain and does not have the ability to facilitate any cancellation or modification requests. In addition, certain Ecosystem Partners may involve complex financial transactions that entail a high degree of risk. You accept and acknowledge that you take full responsibility for all activities that occur under your Wallet and accept all risks of loss or any authorized or unauthorized access to your Wallet, to the maximum extent permitted by law. You further accept and acknowledge that:

9.1 You (a) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of your Wallet; (b) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under applicable laws of any use of your Wallet; (c) know, understand and accept the risks associated with your Wallet; and (d) accept the risks associated with Ethereum generally, and are responsible for conducting your own independent analysis of the risks specific to Ethereum. You further agree that Zapper will have no responsibility or liability for such risks. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Zapper, its affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth herein.

9.2 The prices of blockchain assets are extremely volatile. Zapper makes no warranties as to the

markets in which Ethereum I transferred, purchased, or traded.

9.3 You are solely responsible for determining what, if any, taxes apply to your Ethereum transactions. Zapper is not responsible for determining the taxes that apply to Ethereum Transactions.

9.4 Zapper does not store, send, or receive Ethereum or funds. This is because Ethereum exists only by virtue of the ownership record maintained on its supporting blockchain. Any transfer of Ethereum occurs within the supporting blockchain and not in the Services. The transaction details you submit via the Services may not be completed, or may be substantially delayed, by the relevant blockchain used to process the transaction. Once transaction details have been submitted to a blockchain, Zapper cannot assist you to cancel or otherwise modify your transaction or transaction details. **There are no warranties or guarantees that a transfer initiated on the Services will successfully transfer title or right in any Ethereum.**

9.5 There are risks associated with using an Internet based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Wallet. You accept and acknowledge that Zapper will not be responsible for any communication failures, disruptions, errors, distortions or delays or losses you may experience when using Ethereum, however caused.

9.6 The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Services and the utility of Ethereum.

9.7 Zapper makes no guarantee as to the functionality of any blockchain's decentralized governance, which could, among other things, lead to delays, conflicts of interest, or operational decisions that are unfavorable to certain owners of Ethereum. You acknowledge and accept that the protocols governing the operation of a blockchain may be subject to sudden changes in operating rules which may materially alter the blockchain and affect the value and function of Ethereum evidenced on that blockchain.

9.8 Zapper makes no guarantee as to the security of any blockchain. Zapper is not liable for any hacks, double spending, stolen Ethereum, or any other attacks on a blockchain.

9.9 The Services rely on, and Zapper makes no guarantee or warranties as to the functionality of or access to any, third-party Wallet platforms (such as MetaMask and Ledger) and Ecosystem Partners to perform any transactions.

10. DISCLAIMER OF WARRANTIES AND CONDITIONS.

10.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF ZAPPER PROPERTIES IS AT YOUR SOLE RISK, AND ZAPPER PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. ZAPPER PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE. ZAPPER PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) ZAPPER PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF ZAPPER PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF ZAPPER PROPERTIES WILL BE ACCURATE OR RELIABLE. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH ZAPPERPROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL

BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS ZAPPER PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. ZAPPER MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ZAPPER OR THROUGH ZAPPER PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

10.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT ZAPPER PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD ZAPPER PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. ZAPPER MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. ZAPPER MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONNECTED CONTENT OBTAINED THROUGH ZAPPER PROPERTIES.

10.3 Notwithstanding anything to the contrary in these Terms of Use, Zapper shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities or harm to any person or entity relating to (i) the ownership, validity or genuineness of any Ethereum; (ii) the collectability, insurability, effectiveness, marketability or suitability of any Ethereum; or (iii) any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances beyond Zapper's control, including without limitation the failure of a blockchain, third-party services provider, or Ecosystem Partner.

11. LIMITATION OF LIABILITY.

11.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL ZAPPER PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, ETHEREUM OR OTHER VIRTUAL CURRENCY, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT ZAPPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF ZAPPER PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE ZAPPER PROPERTIES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH ZAPPER PROPERTIES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON ZAPPER PROPERTIES; OR (e) ANY OTHER MATTER RELATED TO ZAPPER PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A ZAPPER PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A ZAPPER PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A ZAPPER PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION. UK: ZAPPER DOES NOT IN ANY WAY SEEK TO EXCLUDE OR LIMIT LIABILITY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY ZAPPER'S NEGLIGENCE; (ii) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (iii) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY ENGLISH OR EU LAW.

11.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, ZAPPER PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) \$100; OR (b) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A ZAPPER PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A ZAPPER PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A ZAPPER PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

11.3 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

11.4 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ZAPPER AND YOU.

12. TERM AND TERMINATION.

12.1 Term. The Agreement commences on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use Zapper Properties, unless terminated earlier in accordance with the Agreement.

12.2 Termination of Services by Zapper. Zapper is free to terminate (or suspend access to) your use of the Services for any reason at our discretion, including your breach of these Terms. Zapper has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms. If we suspend your use of the Services, you may continue to access your Wallet directly or through other services not hosted by us. Zapper will not have any liability whatsoever to you for any suspension or termination.

12.3 Termination of Services by You. If you want to terminate the Services provided by Zapper, you may do so by logging out of all of the Services that you use at any time. You may continue to access your Wallet directly or through other services not hosted by us.

12.4 Survival. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

12.5 No Subsequent Use. If your ability to access Zapper Properties or any other Zapper community is discontinued by Zapper due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to access Zapper Properties or any Zapper community through use of a different Wallet, Third-Party Account, member name or otherwise. In the event that you violate the immediately preceding sentence, Zapper reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

13. INTERNATIONAL USERS. Zapper Properties can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Zapper intends to announce such Services or Content in your country. Zapper Properties are controlled and offered by Zapper from its facilities in the United States of America. Zapper Makes no representations that Zapper Properties are appropriate or available for use in other locations. Those who access or use Zapper Properties from other countries do so at their own volition and are responsible for compliance with local law.

14. DISPUTE RESOLUTION. Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with Zapper and limits the manner in which you can seek relief from us.

14.1 Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Website, to any products sold or distributed through the Website, or to any aspect of your relationship with Zapper, will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims or seek relief in small claims court if your claims qualify;; and (b) you or Zapper may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

14.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent:

Attn: Sebastien Audet
Zapper, Inc.
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Zapper will pay them for you. In addition, Zapper will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

14.3 Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Zapper. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the

authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

14.4 Waiver of Jury Trial. YOU AND ZAPPER HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Zapper are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 16.1 (Application of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

14.5 Waiver of Class or Other Non-Individualized Relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of Delaware. All other disputes, claims, or requests for relief shall be arbitrated.

14.6 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: contact@zapper.fi, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Third-Party Account username (if any), the email address you used to set up your Third Party Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

14.7 Severability. Except as provided in Section 14.5 (Waiver of Class or Other Non Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

14.8 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Zapper.

14.9 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Zapper makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Zapper at the following address: contact@zapper.fi.

15. THIRD-PARTY SERVICES.

15.1 Third-Party Websites, Applications and Ads. Zapper Properties may contain links to third party websites, applications, and advertisements for third parties ("**Third-Party Services**") or may, in some cases, integrate them with our Services. When you click on a link to or access or use a Third-Party Service,

we will not warn you that you have left Zapper Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Services are not under the control of Zapper. Zapper is not responsible for any Third-Party Services. Zapper provides these Third Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith. You use all links in Third-Party Services at your own risk. When you leave our Website, this

Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

16. GENERAL PROVISIONS.

16.1 Electronic Communications. The communications between you and Zapper may take place via electronic means, whether you visit Zapper Properties or send Zapper e-mails, or whether Zapper posts notices on Zapper Properties or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Zapper in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Zapper provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("**E-Sign**").

16.2 Release. You hereby release Zapper Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Zapper Properties, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of Zapper Properties.

16.3 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Zapper's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

16.4 Force Majeure. Zapper shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

16.5 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to Zapper Properties, please contact us at: contact@zapper.fi. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

16.6 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Zapper agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Delaware.

16.7 Governing Law. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE

INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

16.8 Notice. Where Zapper requires that you provide an e-mail address, you are responsible for providing Zapper with your most current e-mail address. In the event that the last e-mail address you provided to Zapper is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Agreement, Zapper's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Zapper at the following address:

Zapper, Inc.
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

Such notice shall be deemed given when received by Zapper by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

16.9 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.10 Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

16.11 Export Control. You may not use, export, import, or transfer Zapper Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Zapper Properties, and any other applicable laws.

16.12 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

16.13 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.