ZBD

TERMS OF SERVICE

Last updated: March 3, 2026
This version of these Terms of Service (the "**Terms**") will apply from March 4, 2026 except where stated otherwise.

Please read these **Terms** and our Privacy Policy ("**Privacy Policy**") carefully because they govern your use of the website and interface located at https://zbd.gg (the "**Site**") and the content, functionalities, and services accessible via the Site and corresponding mobile application ("**App**") offered by ZEBEDEE entities ("**ZBD,**" "**we**," "**us**"). To make these Terms easier to read, the Site, the App, and the content, functionalities and services offered via the Site and the App are collectively called the "**ZBD Services**." Depending on your location, the ZBD Services will be delivered to you by one of the following ZBD entities:

1. If you are located in the European Economic Area ("**EEA**") (you can check the latest list of countries here), the ZBD contracting party is ZEBEDEE EUROPE B.V. ("ZBD EU"), a limited liability company incorporated under the laws of the Netherlands, having its registered office Vijzelstraat 68, 1017 HL Amsterdam, 1017 HL, the Netherlands, registered with the Commercial Register under registration number 90944127. ZBD EU is authorized by the Dutch Authority for the Financial Markets ("**AFM**") and operates as a licensed crypto asset service provider ("**CASP**") under the Markets in Crypto Assets Regulation ("**MiCAR**"), and Stichting Customer Assets ZEBEDEE ("the **Foundation**"), having its registered office Vijzelstraat 68, 1017 HL Amsterdam, 1017 HL, the Netherlands, registered with the Commercial Register under registration number 95534253. ZBD EU is authorized as a CASP engaged in exchange services between virtual currencies and fiat currencies, custodial wallet provider and to provide transfer services of crypto-asset on behalf of its customers from one distributed ledger wallet to another. The Foundation is a party exclusively for the purpose of asset segregation and the custody of the customer assets and funds as included hereunder.

2. If you are located outside of the EEA, the ZBD contracting party is ZEBEDEE, LLC, a Delaware corporation with offices at 50 Harrison ST STE 472, Hoboken, NJ, 07030-6064 ("ZBD US").

The Terms described in this document are applicable to all users of ZBD unless stated otherwise. Due to differences in local legislation and regulatory regimes, different terms may be applicable to you (the user) depending on the ZBD contracting party and this is explicitly stated throughout the terms by indicating applicability only to ZBD EU Users or only ZBD US Users. It is your responsibility to ensure that you carefully read the terms that are applicable to you based on your location.

1. ACCEPTANCE OF TERMS, PRIVACY POLICY, AND CHANGES TO THE TERMS OR THE ZBD SERVICES

a. Acceptance of Terms. By using the Site or the App, registering for a ZBD account, as further detailed below ("**Account,**" or "**ZBD Account**") or using any of the other ZBD Services, you ("**you**," "**your**," "**yourself**," or "**User**") are agreeing to accept and comply with these Terms. If you do not agree to be bound by these Terms, you are not authorized to use the ZBD Services. Please see the attached Exhibit 1: E-Sign Disclosure and Consent regarding how ZBD delivers communications with you electronically.

b. Privacy Policy. Please review our Privacy Policy, which also governs your use of the ZBD Services, for information on how we collect, use and share your information.

c. Changes to the Terms or the ZBD Services. We may update the Terms from time to time at our sole discretion. If we do, we will let you know by posting the updated Terms on the Site, to the App, and/or may also send other communications. When we make material changes, you may be asked to accept the changes to the Terms when you next log in the ZBD application. It is your responsibility to review and understand the Terms whenever we update them or you use the ZBD Services. If you continue to use the ZBD Services after we have posted updated Terms, it means that you accept and agree to the changes. If you do not agree to be bound by the changes, you may terminate your account. Without acceptance you will not be able to use the ZBD Services anymore. Because the ZBD Services are evolving over time, we may change or discontinue all or any part of the ZBD Services, at any time, and without notice, at our sole discretion.

2. **WHO MAY USE THE ZBD SERVICES?**

a. Eligibility. You may use the ZBD Services only if you are at least 18 years old, and not otherwise barred from using the ZBD Services under applicable law.

b. Identity Verification. ZBD may require that you verify your (or related parties including your representatives ("**Related Parties**") identity before accessing, using or continuing to use certain ZBD Services in accordance with ZBD's regulatory requirements (see Section 18). Promptly following ZBD's request, you will provide ZBD any and all content and information, including your and Related Parties' full name and any documents or photographs necessary for ZBD to verify your and Related Parties' identity ("**Identity Verification Information**"). You hereby represent, warrant and covenant that the Identity Verification Information is accurate, current and complete. You (and, if acting in a representative capacity, individually and for the entity you represent) authorize ZBD and its agents to make such investigative inquiries and request such third-party reports as it deems necessary to verify your identity and that of your principals and other agents. You agree to allow us, if we elect in our sole discretion, to provide the Identity Verification Information to third parties in connection with identity verification services as described in this Section.

i. ZBD reserves the right to suspend or terminate your Account until your identity has been verified pursuant to this Section. The identity verification process and any additional verification may include manual review and take time which may result in delayed ZBD Services which could result in adverse consequences for the user. User is aware and accepts these risks and acknowledges and agrees that ZBD could not be liable for any delayed ZBD Services resulting in adverse consequences for User.

ii. You agree to make available, at any time, any information and documentation related to Identity Verification and to keep ZBD updated if any of the provided Identity Verification Information changes. You represent with this Agreement that any information provided is truthful and accurate. Any failure to provide such information, on time, may result in a suspension or termination of the ZBD Services, at ZBD's sole discretion.

c. **ZBD EU Users only:**

i. ZBD EU as a regulated CASP is required to collect certain information in addition to the Identity Verification Information referenced above, for example to fulfil tax reporting obligations under the DAC8 Crypto Tax Regulation (applicable from 1 January 2026) (see Section 19).

ii. Until ZBD EU has received the required tax information from you and completed relevant checks, ZBD EU will not provide transfer services to you (See Section 3. ABOUT THE ZBD SERVICES, iii below). All rewards you earn from 1 January 2026 will be deemed "pending" and appear in the ZBD App as "Pending Rewards". Pending rewards have not been transferred to you and do not belong to you. You do not have a claim over pending rewards. Pending rewards will be transferred from ZBD EU to you as "earned" rewards after you have provided the required tax information and ZBD EU has completed relevant checks. Once these are determined as complete, these will be displayed in the ZBD App as "Earned Rewards" which will be reflected in your balance and transactions history.

iii. You may receive Pending Rewards or Earned Rewards from activity in the ZBD App prior to completing the required Identity Verification process, however, you only become entitled to such rewards (and you can therefore only withdraw or use your rewards balance) when the rewards are Earned (not Pending) and ZBD has successfully completed all required Identity Verification checks. ZBD reserves the right to withdraw Earned Rewards if you have not provided all required Identity Verification Information within a reasonable period of time or if ZBD is unable to successfully verify your identity.

d. ZBD reserves the right to suspend and/or terminate your Account, i) if your Account has not been verified, ii) if User or Related Party has not provided all required Identity Verification Information, or iii) if this is required based on any information received. In addition, ZBD reserves the right to charge fees for inactivity in line with Section 3.d Fees against earned rewards.

e. Compliance. Depending on your country of residence and applicable law, you may not be able to use all the functions of the ZBD Services. It is your responsibility to follow the rules and laws in your country of residence and/or country or jurisdiction from which you access and the ZBD Services, and you certify that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the ZBD Services. Without limiting the foregoing, by using the ZBD Services, you represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government, Dutch Government or EU embargo; and (b) you are not listed on any list of prohibited, sanctioned, or restricted parties promulgated by the United States, European Union and/or its member states, Australia, or Brazil. If you access or use the ZBD Services outside the United States, the Netherlands or a jurisdiction in the EEA for which ZBD does not have an active passport to provide crypto-asset services on a cross-border basis, you are solely responsible for ensuring that your access and use of the ZBD Services in such country, territory, or jurisdiction does not violate any applicable laws. You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) or proxies to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition. We reserve the right, but have no obligation, to monitor the locations from which the ZBD Services are accessed. Furthermore, we reserve the right, at any time, in our sole discretion, to terminate your account or block access to the ZBD Services, in whole or in part, from any geographic location, IP addresses, and unique device identifiers, or to any User who we believe is in breach of these Terms. As long as you agree to and comply with these Terms, ZBD grants you the personal, non-exclusive, non-transferable, non-sublicensable and limited right to enter and use the ZBD Services. Please see the attached Exhibit 2: United States License Disclosures regarding certain state-mandated disclosures regarding the ZBD Services.

3. **ABOUT THE ZBD SERVICES.**

a. ZBD Services for Users. The ZBD Services also enables registered Users of the ZBD Services to:

i. directly or indirectly create a ZBD Account that can store and transfer Bitcoin ("BTC") leveraging the Lightning Network.

ii. **ZBD EU Users only:** Once approved, ZBD EU provides this service, the service qualifies as the providing of custody and administration services in accordance with Articles 3(17) and 75 MiCAR. You may access and transfer the BTC ZBD holds on your behalf by successfully logging in the ZBD app and providing further instructions as required by ZBD.

b. ZBD EU Safekeeping of BTC held on your behalf:

1. The BTC balance ZBD EU holds on your behalf is solely held by the Foundation. The Foundation operates on the basis of a cooperation agreement with ZBD EU and functions exclusively as a bankruptcy remote legal vehicle to achieve asset segregation. This means that User's BTC are separated from ZBD EU's assets and that the User's BTC can be safeguarded and at all times by the Foundation. ZBD EU ensures that the Foundation holds sufficient assets to cover the liabilities of the Foundation towards Users at least 1:1. The Foundation is responsible for keeping and managing all BTC to which the Users (you) have a direct claim on the Foundation, for the purpose of safekeeping. The use of the Foundation ensures Users' BTC are segregated from the capital of ZBD EU and fall outside the estate of ZBD EU in the event of bankruptcy. In case of insolvency or bankruptcy of ZBD EU, this set up ensures that all BTC that belongs to Users can be returned to them.

2. Users do not have a claim over crypto-assets sent, received or stored over the Lightning Network by ZBD EU, rather Users have a direct claim over a corresponding amount of crypto-assets equal to their Earned Rewards (BTC) balance in their ZBD Account. After receiving crypto-assets on your ZBD Account (either from a reward distribution or Lightning Network transfer), the Foundation will hold the equivalent crypto-assets for the purpose of safekeeping. ZBD EU ensures that the Foundation maintains 100% coverage of outstanding User's liability at all times and that the Foundation is fully funded and overcapitalized at all times to cover User claims. Any claim right of ZBD EU to the extent that the Foundation maintains more than 100% coverage of outstanding User's liability is subordinated to any claims of Users on the Foundation.

3. You have a direct claim on the Foundation for providing the crypto-assets that are held by the foundation for you for the purpose of safekeeping. All User transfers are assessed on an ongoing basis by ZBD EU and the internal ledger updates ZBD Account balances in real time as

transfers, tops ups and cash outs are executed by ZBD EU on your behalf. Your claim on the Foundation at any point in time is represented by your Earned Rewards position in the internal ledger as shown to you in your ZBD Account.

4. You irrevocably authorize and grant permission to the Foundation to debit your Account to pay any amount you owe to ZBD EU under the Terms (including any fees due). This will be executed by the Foundation based on instructions received from ZBD EU who will inform the Foundation of your instructions to initiate a transfer and / or debit, and / or your actions which initiate such.

5. ZBD EU is under an obligation towards the Foundation to compensate the Foundation for any losses relating directly to the safekeeping and holding of the BTC, including risks relating to the use of custody providers, risks relating to holding BTC with ZBD EU or risks relating to other blockchain activities.

6. ZBD EU remains liable for any losses related to ZBD's own smart contracts, such as hacks or exploits. Each transfer by the Foundation of BTC to you accordingly reduces ZBD EU's obligations to you.

7. ZBD EU has established a Custody Policy which describes the internal rules and procedures of ZBD EU to ensure the safekeeping of Users BTC, and the means of access of Users to their BTC and aims to minimize the risk of a loss of said BTC or Users rights related to them due to fraud, cyber threats or negligence. A summary of the Custody Policy can be requested from ZBD by contacting the support team in app or via email.

8. On behalf of the Foundation, ZBD EU excludes any liability of the Foundation for any failures on the part of the Foundation. This clause is a third-party clause. You expressly agree to this third-party clause. ZBD EU is liable to you for the loss of any crypto-assets or of the means of access to your crypto-assets as a result of an incident that is attributable to ZBD EU and/or the Foundation. The liability of ZBD EU is capped at the market value of the crypto-asset that was lost at the time the loss occurred. ZBD EU is not liable in case of an incident not attributable to ZBD EU.

iii. Transfer BTC to and from other lightning network enabled wallets. Upon valid request, User may withdraw the BTC to which the User is entitled. In such case the Foundation will, as per the instruction of ZBD, transfer the corresponding BTC amount as requested by the User to the wallet address of User (provided User is entitled to such BTC) subject to all conditions described in these Terms being satisfied, including identity verification checks and compliance with wallet and transactional limits imposed by ZBD, which may change from time to time. Users may only perform transfers of BTC from their ZBD Account when sufficient balance is available to cover the requested transfer and any associated fees and charges. ZBD reserves the right to reject or return to the destination of their origin a BTC transfer at the sole discretion of ZBD. This may be the case if ZBD determines a transfer does not comply with this Agreement or

other ZBD Policies or requirements and/or applicable laws and regulations (whereunder anti-money laundering and sanction rules). In the case of suspected fraud, misuse or unlawful activities, ZBD has the right to suspend or cancel transfer services until the legitimacy has been verified. ZBD may in its sole discretion determine that a transfer requires additional examination or information, or must be returned.

b. To receive, process or send certain transactions, you may be required to provide information relating to the counterparty of the transaction (including information and documents to identify and verify their entity, location etc). ZBD may request this when reasonably necessary, including for the detection and prevention of crime, sanctions screening, anti-money laundering, counter-terrorist financing, or other purposes required by law or regulation. ZBD may reject a transaction you initiate if this information is not provided, and/or ZBD is unable to successfully complete relevant checks.

c. Any transfers from your ZBD account, must be exclusively for your account, and exclusively from or to a third party hosted BTC wallets in your name. ZBD reserves the right to reject, return or cancel transactions from or to third parties, or from business accounts.

iv. The ZBD Services only deal in BTC over the Lightning Network; we do not process, store, or otherwise enable the use of any other cryptocurrency or token. Each BTC is divisible into 100 million units called Satoshis, or "sats". Therefore, 1 sat is equal to 0.00000001 BTC. You may see your Account balance denominated in sats along with an equivalent amount in USD, EUR, or other local fiat currency depending on where you live. You may also see your transactions conducted through the ZBD Services denominated in sats.

v. USER ACKNOWLEDGES THAT STORING BTC IN THEIR ZBD ACCOUNT INVOLVES SIGNIFICANT RISKS. ALTHOUGH ZBD TAKES REASONABLE MEASURES TO SECURE THE ZBD USER ACCOUNTS, COMPLETE SECURITY CANNOT BE GUARANTEED. USER ACKNOWLEDGES THAT ANY USE OF THE ZBD SERVICES IS AT THE SOLE RISK OF THE USER.

b. **ZBD EU Users only**: YOU CAN READ MORE ABOUT THE RISKS ASSOCIATED WITH CRYPTO-ASSETS, SERVICES RELATED TO CRYPTO-ASSETS AND THE BLOCKCHAIN HERE.

vi. You will be responsible for keeping all information associated with your Account secure. ZBD will not be responsible if someone else accesses your Account and authorizes a Lightning Network transaction. You should let ZBD know immediately if your phone has been stolen or otherwise compromised.

vii. The use of ZBD Services may include limits, including but not limited to daily, weekly and/or monthly limits for amount and number of allowed deposits or withdrawals of funds. ZBD reserves the right to amend such limits from time to time without prior notice.

viii. ZBD may suspend or block specific or all use of an Account, suspend or cancel any deposit or withdrawal, freeze the BTC balance related to an Account or suspend the cancellation of an Account for the duration of an investigation into unlawful activities, fraud or misuse of the Account or the ZBD Services. If this cannot be determined/investigated and/or the

outcome of the investigation is not to ZBDs satisfaction, User may lose all rights to its BTC and ZBD may suspend or terminate this Agreement (also see Section 13).

b. Third-Party Applications. The ZBD Services may allow you to access certain third-party games, applications, and other content (the "**Third-Party Applications**"). Your access to and use of the Third-Party Applications is subject to terms and conditions separate from these Terms and offered by a party other than ZBD (the "**Third-Party Application Agreements**"). In the event of a conflict between any Third-Party Application Agreement(s) and these Terms with respect to your use of the ZBD Services, these Terms will govern.

c. Account Security. ZBD strongly recommends and may require switching on and using two factor authentication for added security for your Account as well as other accounts affiliated with your ZBD Account, such as your email account. For the avoidance of doubt, ZBD is not liable for any damages resulting from User not switching on and using two factor authentication. You are solely responsible for safeguarding access to their ZBD Account. This includes but is not limited to choosing sufficiently complex passwords, safely storing any passwords, preventing third party access to their third-party email accounts, not leaving the device from which User is logged in to the ZBD Services unattended, and taking all reasonable steps to avoid the loss, theft or misuse of the electronic devices that you utilize to access the ZBD Services. ZBD cannot be held liable for any misuse of user's login credentials by a third party. Without any information to the contrary, ZBD will assume that the person logged in to the user's Account using the correct login credentials is the registered user. You accept responsibility for and the full risk of any and all activities that occur under your Account and all transactions processed via the ZBD Account. In the event that you know or should reasonably know that your authentication data has been stolen, compromised or may be misused, you must contact ZBD immediately.

d. Fees. You agree to pay any applicable fees as set forth below in connection with any transactions conducted through the ZBD Services. Such fees include the fees that fund the network of computers that run the decentralized blockchain network, meaning that you will need to pay a transaction fee for each transaction that occurs via the blockchain network and the lightning network. Your continued use of the ZBD Services following the posting of a notice of fee changes signifies that you accept and agree to the changes. You hereby grant ZBD the right to charge or deduct funds from your custodian wallet hosted on the ZBD Services for all Fees incurred under this Agreement.

All Fees	**Amount**	**Details**
Sending or Receiving funds to other ZBD App Users	$0	There is no charge for sending or receiving BTC to other ZBD users.
Sending or Receiving funds outside the ZBD ecosystem	greater of 1 sat or 1% of transaction amount, plus variable Lightning Network routing fees	We charge a minimal fee of the greater of 1 sat or 1% of the transaction amount. You will also be charged variable routing fees by third parties for conducting transactions over the Lightning Network.

Account activation	$0	There is no charge for Account activation.
Monthly Fees	$0	There are no monthly fees for maintaining your ZBD Account.
Customer Support	$0	No fees for calling or interacting with customer support.
Inactivity	$0.95 or €0.95 depending on your location	The fee will be deducted from your Account each month after you have not completed a transaction using your ZBD wallet for 12 months.

e. Taxes. You are solely responsible for all costs incurred by you in using the ZBD Services and determining, collecting, reporting and paying all applicable Taxes. Neither ZBD nor any ZBD affiliates are responsible for determining the Taxes that apply to such transactions. As used herein, "**Taxes**" means the taxes, duties, levies, tariffs, and other governmental charges that you may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to the ZBD Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the ZBD Services. We reserve the right to report any activity occurring using the ZBD Services to relevant tax authorities as required under applicable law.

f. ZBD Developer Services. The ZBD Services allows the limited use of BTC by game or application developers to process in-game microtransaction payments for their users which may be through programmatic APIs ("**ZBD Developer Services**"). If you are a developer using the ZBD Developer Services, your access to and use of the ZBD Developer Services is subject to ZBD's API License Agreement and terms and conditions separate from these Terms (collectively, the "**Developer Terms**"). In the event of a conflict between the Developer Terms and these Terms with respect to your use of the ZBD Developer Services, the Developer Terms will govern.

g. Transaction Disputes. ZBD's only involvement in digital transactions on the ZBD Services is as a software provider. If a disagreement occurs between a User who is a game or application developer and a User who is such developer's customer over a transaction (a "**Transaction Dispute**"), such game or application developer and that User who is such developer's customer are solely responsible for resolving the Transaction Dispute, in accordance with the terms and conditions of the applicable Third-Party Application Agreement. ZBD disclaims any liability arising out of or relating to a Transaction Dispute and will not mediate, attempt to resolve, or otherwise become involved in any Transaction Dispute.

h. Suspension. We may suspend use of the ZBD Services for maintenance and will make reasonable efforts to give you notice of this. You acknowledge that this may not be possible in an emergency and accept the risks associated with the fact that you may not always be able to use the ZBD Services or carry out urgent transactions using your Account.

4. **YOUR ACCOUNT.**

a. Account Creation. Before becoming a User, you must establish an Account on the ZBD Services. You may be able to create an Account using your email address. You may also create your Account through the use of a third-party account, and to the extent you choose to do so, we may access certain personal information that this third party provides to us, such as your email address and name, to help create your Account. Further information about the use of third-party accounts is provided in the Privacy Policy. Please note that you may be able to unlink your third-party accounts from your Account, and your Account data may be deleted if you choose to do so. Approval of your request to establish an Account will be at the sole discretion of ZBD. Each Account and the User identification, password, and gamertag for each Account (the "**Account ID**") is for your sole use and may only be used by you and your authorized employees and contractors.

b. Keep Your Information Current. In connection with establishing an Account, You will be asked to submit certain information about Yourself ("**Registration Information**"). You agree that: (1) all Registration Information You provide will be true and complete; and (2) You will maintain and promptly update your Registration Information to keep it accurate and current. If you don't, we may suspend or terminate your Account. You will ensure the security and confidentiality of your Account ID and will notify ZBD immediately, if any Account ID is lost, stolen or otherwise compromised. If you believe that your Account is no longer secure, then you must immediately notify ZBD at support@zbdpay.com.

c. No Account Sharing. You may not sell, resell, rent, lease, share, distribute or transfer your Account or Account ID or provide a third-party with the right to access your Account or Account ID. You are solely responsible for all use of the ZBD Services through your Account. All transactions completed through your Account or under your Account ID will be deemed to have been lawfully completed by you. ZBD reserves the right to terminate your account if used against this provision is reasonably suspected or confirmed.

d. Number of ZBD Accounts. At ZBD's sole discretion, ZBD may permit up to three (3) Accounts per device to accommodate different members of the same household. Any such permission is granted on a case-by-case basis and does not constitute an ongoing right or entitlement. ZBD reserves the right to revoke permission for multiple Accounts, or to terminate any Account, at any time and without prior notice, including where ZBD reasonably suspects or determines that additional Accounts have been created for fraudulent purposes, to circumvent regulatory requirements, or in violation of these Terms of Service.

e. No False Accounts. You may not select or use an Account ID of another person with the intent to impersonate that person.

5. **SECURITY.** As a regulated service provider, regulatory compliance and information security are our top priorities and are built into every part of our business. This is a commitment we keep to our customers, partners, shareholders and other stakeholders. We conduct business with integrity by applying appropriate governance and internal compliance policies and practices in line with our global regulatory obligations. ZBD continuously monitors regulatory developments, enhances its internal systems of controls and monitors compliance with relevant laws and regulations, including money laundering, terrorist financing, and local data protection requirements.

    a. Key security highlights
        i. Network & Data Security

1. ZBD employs the use of cloud native security tooling in AWS such as GuardDuty, KMS, and Inspector to secure data and detect intrusions.
2. Core ZBD systems are protected by multi-factor authentication as well as a strong password policy.

ii. Application Security
1. ZBD hires external firms to conduct regular penetration tests on our applications. This allows early identification of potential vulnerabilities in the platform.
2. ZBD implements secure protocols, such as HTTPS, to protect data in transit as well as leveraging AES-256 for securing data at rest.
3. Continuous application and infrastructure scanning are used to detect vulnerable configurations in all environments.

iii. Organizational Security
1. ZBD has established internal security policies relating to, among other areas, network security, system design, operational processes, credentialing, passwords, and data classification.
2. Understanding that security needs to be top of mind throughout all levels of the organization, all ZBD employees are required to take Security training including anti-fraud and cybercrime awareness.

iv. Click here to report a vulnerability

v.

6. **FEEDBACK**. We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the ZBD Services ("Feedback"). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you. You may submit Feedback to us by sending an email to support@zbdpay.com.

7. **ZBD'S INTELLECTUAL PROPERTY.** Unless otherwise specified, all content (including, without limitation, software, text, images, graphics, video and audio), trademarks, service marks, and logos of ZBD, and other materials on the Site, the App, or made available through the ZBD Services ("**Materials**") are the property of ZBD and its licensors and are protected by copyright, trademark and other applicable laws. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the ZBD Services. The Materials should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated. The use of any such Materials on any other site or networked computer environment for any other purpose is strictly prohibited; any such unauthorized use may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties. ZBD or our licensors, or the third parties who otherwise own the intellectual property rights, retain all rights in and to the ZBD Services and the Materials.

8. **YOUR USER CONTENT.**

a. Posting Content. The ZBD Services may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio and video. Anything (other than Feedback) that you post or otherwise make available through the ZBD Services is referred to as "**User Content**". ZBD does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

b. Your Responsibility for User Content. You are solely responsible for all of your User Content. Your responsibility for your User Content extends to resolving any disputes that may

arise between You and any User or third party because of your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the ZBD Services, nor any use of your User Content by ZBD on or through the ZBD Services: (i) does not violate these Terms or any applicable law or regulation; (ii) is not libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (iii) does not constitute an infringement or misappropriation of the intellectual property rights or other rights of any third-party; (iv) is not an advertisement or solicitation of funds, goods, or services; (v) is not false, misleading, or inaccurate; or (vi) could not be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement.

c. Permissions to Your User Content. By providing, uploading, submitting, posting, or generating your User Content or otherwise making your User Content available on the ZBD Services, you grant ZBD and its authorized representatives, commercial partners, and contractors a perpetual, non-exclusive, transferable, worldwide, royalty-free right and license, with the right to sublicense, to use, copy, modify, creative derivative works based upon, distribute, publicly display, publicly perform, process, store, and transmit, and disclose your User Content in connection with operating and providing the ZBD Services. You understand that in certain contexts your User Content may be visible to, sent to, and viewed by other Users and you expressly waive any privacy rights you may otherwise have in your User Content in such contexts.

d. Removal of User Content. You can remove your User Content by specifically deleting it. ZBD is not responsible or liable for any deletion, correction, destruction, damage, loss or failure to store or back-up any of your User Content. In certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the ZBD Services. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

9. **RIGHTS AND TERMS FOR APPS.**

a. App License. If you comply with these Terms, ZBD grants to You a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install the App on your personal computers, mobile handsets, tablets, wearable devices, and/or other compatible devices and to run the App solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple Users through any means.

b. Additional Information: Apple App Store. This Section 8(b) applies to any App that you acquire from the Apple App Store or use on an iOS device. Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the App purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim

that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the App infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the App.

10. **GENERAL PROHIBITIONS AND ZBD'S ENFORCEMENT RIGHTS.** You agree not to do any of the following:

a. Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

b. Use, display, mirror or frame the ZBD Services or any individual element within the ZBD Services, ZBD's name, any ZBD trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without ZBD's express written consent;

c. Access, tamper with, or use non-public areas of the ZBD Services, ZBD's computer systems, or the technical delivery systems of ZBD's providers;

d. Attempt to or actually probe, scan, or test the vulnerability of (or lack of vulnerability of) any ZBD system or network (collectively, "**Systems**") or breach any security or authentication measures;

e. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by ZBD or any of ZBD's providers or any other third party (including another User) to protect the ZBD Services;

f. Attempt to or actually access or search the ZBD Services or download content from the ZBD 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 ZBD or other generally available third-party web browsers;

g. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

h. Use any meta tags or other hidden text or metadata utilizing a ZBD trademark, logo URL or product name without ZBD's express written consent;

i. Use the ZBD Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

j. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the ZBD Services to send altered, deceptive, or false source-identifying information;

k. Attempt to or actually decipher, decompile, disassemble or reverse engineer any of the software used to provide the ZBD Services, or any element thereof, or any of the Systems;

l. 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 ZBD Services or any Systems;

m. Collect or store any personally identifiable information from the ZBD Services from other Users of the ZBD Services without their express permission;

n. Impersonate or misrepresent your affiliation with any person or entity, including but not limited to ZBD or any representative or agent thereof;

o. Engage or assist in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), EU or Dutch local sanctions regimes or that involves proceeds of any unlawful activity (including but not limited to money laundering, terrorist financing, or deliberately engaging in activities designed to adversely affect the performance of the ZBD Services);

p. Engage or assist in any activity related to drugs such as sale of narcotics, controlled substances, and / or any equipment designed for making or using drugs.

q. Fabricate in any way any transaction or process related to the ZBD Services;

r. Disguise or interfere in any way with the IP address of the computer you are using to access or use the ZBD Services, or that otherwise prevents us from correctly identifying the IP address and geographic location of the computer you are using to access the ZBD Services;

s. Transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity;

t. Violate any applicable law or regulation; or

u. Encourage or enable any other individual to do any of the foregoing.

ZBD is not obligated to monitor access to or use of the ZBD Services or to review or edit any ZBD Services content. However, we have the right to do so for the purpose of operating the ZBD Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the ZBD Services. We may also consult and cooperate with law enforcement authorities to prosecute Users who violate the law.

11. **COPYRIGHT POLICY.** ZBD respects copyright law and expects its Users to do the same. It is ZBD policy to terminate in appropriate circumstances Users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

12. **LINKS TO THIRD PARTY WEBSITES, OR RESOURCES.** The ZBD Services may allow you to access third-party websites, or other resources. We provide access only as a convenience and are not responsible for the content, products, or services on or available from those resources or links displayed on such websites and applications. You acknowledge that you have sole responsibility for, and assume all risk arising from, your use of any third-party resources.

13. **TERMINATION.**

a. You and ZBD may terminate the User Terms and User's Account at any time for any reason or without reason, except if this is prohibited by applicable laws and regulations. Terminating the User Terms automatically results in Account closure and that the ZBD Services will no longer be provided, unless this is necessary in relation to any rights and obligations prior to the date of termination of the User Terms. If a User Account is terminated, you may be required to transfer any funds to an external wallet. Such transfers may be subject to identity verification provisions above.

i. Deleting Your Account. You may, at any time, cancel or delete your Account by following the instructions on the Site or App to do so, or by sending us an email at support@zbdpay.com. If you delete your Account, your access to the ZBD Services will terminate, as set forth in this Section 13.

ii. Data retention. ZBD is required to retain certain data we hold about you and your account for 5 years after account termination or deletion in our legal archive based on legal obligations related to regulatory compliance such as AML legislation. This includes identity verification data, records of crypto-asset services, activities, orders, and transactions undertaken by you.

iii. Remaining BTC. Any BTC left in your account after the Account Closure Date will be considered forfeited and property of ZBD.

b. **ZBD EU Users only:** ZBD will give you a notice period of 30 days, when this is feasible, for termination of our services to you.

c. ZBD could suspend or terminate your access to and use of the ZBD Services with immediate effect if:
(i) you breach the Terms,
(ii) (we reasonably suspect that) you breach the applicable regulations or our instructions,
(iii) (we reasonably suspect that) you engage in fraudulent or unlawful activities,
(iv) you refuse to cooperate with the checks, verifications, or assessments we undertake, or the outcome thereof is not to our satisfaction,
(v) your assets held by the Foundation are seized through pre-judgment attachment or attachment in execution,
(vi) you pose a risk to our security, reputation, or integrity,
(vii) you and/or any party related to you is included on a (financial) sanction list,
(viii) we are required to do so under the applicable laws and regulations, by a supervisory authority,

(ix) there is a substantial change in your financial standing or creditworthiness,
(x) you have not used the Services for 6 months or more,
(xi) we will terminate or suspend our activities due to commercial or economic reasons, or
(xii) any other event or situation justifies suspension or termination. Such suspension or termination shall not constitute a breach of these Terms by ZBD. In accordance with our anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on your ability to utilize the ZBD Services. Such limitations may include where good cause exists, rejecting transaction requests, freezing funds, or otherwise restricting you from using the ZBD Services.

d. You acknowledge and agree that we shall have no liability or obligation to you in such an event of termination or suspension and that, if applicable, you will not be entitled to a refund of any amounts that you have already paid to us or any third party, to the fullest extent permitted by applicable law. [Upon any termination, discontinuation or cancellation of the ZBD Services, the following Sections will survive: 3(c), 3(d), 5, 6, 7, 9, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and this Section 12(b).]

e. If your account is not used for a certain period of time and ZBD is unable to contact you, ZBD may report any assets and balance remaining in the Account as unclaimed property. In addition to Fees for Inactivity, ZBD may deduct an administrative fee resulting from such unclaimed assets. If the costs of holding the assets in an Account or the costs of a transfer of the assets to another party to hold the assets on behalf of you are higher than the estimated value of the assets, ZBD may close the Account, whereby you will lose all rights to the assets.

14. **DISCLAIMERS**

a. THE ZBD SERVICES AND ANY CONTENT CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND IN PARTICULAR, WITHOUT IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ZBD AND ITS SUPPLIERS MAKE NO WARRANTY THAT THE ZBD SERVICES (INCLUDING ANY MATERIAL, INFORMATION, OR CONTENT THEREIN): (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (III) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS: OR (IV) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. ZBD DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AS TO THE ZBD SERVICES, ANY MATERIAL, INFORMATION, OR CONTENT CONTAINED THEREIN. WE FURTHER EXPRESSLY DISCLAIM ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THIRD PARTY SERVICES. NOTHING HEREIN NOR ANY USE OF THE ZBD SERVICES IN CONNECTION WITH THIRD PARTY SERVICES CONSTITUTES OUR ENDORSEMENT, RECOMMENDATION, OR ANY OTHER AFFILIATION OF OR WITH ANY THIRD-PARTY SERVICES.

b. ZBD CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING

INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY.

c. THE ZBD SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED EVENTS, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE ZBD SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY, OR PERFORMANCE OF THE ZBD SERVICES CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA.

d. ZBD WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR TYPOGRAPHICAL ERRORS; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, NODES, DIGITAL WALLETS, OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

e. To the extent the ZBD Services enable you to interact with the blockchain protocol (the "**Protocol**"), you understand that your use of the Protocol is entirely at your own risk. The Protocol 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 the Protocol, 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; and you may lose some or all of your tokens or other assets. You agree that you will have no recourse against ZBD for any losses due to your use of the Protocol. For example, these losses may arise from or relate to: (i) lost funds; (ii) server failure or data loss; (iii) corrupted files; (iv) unauthorized access; (v) errors, mistakes, or inaccuracies; or (vi) third-party activities.

f. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

15. **ASSUMPTION OF RISKS.** You accept, acknowledge, and assume the following risks**:**

a. Your use of the ZBD Services is subject to the following conditions and risks: (i) BTC transactions are irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable and ZBD or its affiliates or third party service providers are not liable for any fraudulent or accidental transactions; (ii) legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of BTC; (iii) the BTC Lightning network is maintained by a vast unidentified private computer network spread around the world, and transacting in BTC or on the BTC Lightning network is at your own risk and understanding of this network; (iv) the BTC Lightning network is a target for

fraud, and fraud may result when you engage in transactions with external BTC addresses; (v) BTC is a target for hackers and theft, and hacking and irretrievable theft can occur even when the strongest security settings are used; (vi) some BTC transactions are deemed to be made when recorded on the BTC public ledger blockchain, which is may be different from the time at which you initiated such transaction; (vii) the value of BTC may be derived from the continued willingness of market participants to exchange fiat currency for BTC, which may result in the potential for permanent and total loss of value of a particular BTC should the market for that BTC disappear; (viii) any BTC transaction may be canceled, lost, or double spent, or otherwise lose all or most of its value due to forks, rollbacks, attacks, or failures to operate as intended; (x) there is no assurance that a person who accepts BTC as payment today will continue to do so in the future; and (ix) the volatility and unpredictability of the price of BTC relative to fiat currency may result in significant losses over a short period of time.

b. By accessing and using the ZBD Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of digital assets. Such systems may have vulnerabilities or other failures, or experience other abnormal behavior. ZBD is not responsible for any issues with the blockchains, including forks, technical node issues, or any other issues that may result in fund losses. You acknowledge and agree that you do not have a right to any newly created assets resulting from a fork or network modification. ZBD strives to stay up to date with developments within the BTC and lightning network ecosystem and will reasonably communicate any changes to the BTC and lightning network protocols that would modify the rights of your holdings within an appropriate amount of time via in-app notifications, push notifications, and email. The communications would inform you of the pending change, the impact on your holdings' rights, and any steps that you need to take as a result.

c. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the ZBD Services. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing the ZBD Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the ZBD Services.

16. **NO TAX, LEGAL, FINANCIAL, OR INVESTMENT ADVICE**. You should not interpret any Materials provided on the ZBD Services as tax, legal, financial, or investment advice. We have no special relationship with or fiduciary duty to you and your use of the ZBD Services does not create such a relationship. You agree and acknowledge that you are solely responsible for conducting legal, accounting and other due diligence reviews on the information posted on the ZBD Services.

17. **DISCLOSURES TO LEGAL AUTHORITIES AND AUTHORISED FINANCIAL INSTITUTIONS.**

a. We may share your personal information with law enforcement, data protection authorities, government officials and other authorities when:

i. Required by law;
ii. Compelled by subpoena, court order, order of a supervisory authority or other legal procedure;
iii. We believe that disclosure is necessary to prevent damage or financial loss;

iv. Disclosure is necessary to report suspected unusual, suspicious or illegal activity; or
v. Disclosure is necessary to investigate violations of our Terms or Privacy Policy.

b. We may also share information concerning US citizens who are ZBD customers with other financial institutions, as authorized under Section 314(b) of the US Patriot Act, and with tax authorities, including the US Internal Revenue Service, pursuant to the Foreign Account Tax Compliance Act ("**FATCA**"), to the extent that this statute may be determined to apply to.

18. **AML/CFT POLICY.** To help the government fight the funding of terrorism and money laundering activities, laws and regulations require all financial institutions to obtain, verify, and record information that identifies each person who opens an account, and subsequently monitor the activity over accounts. What this means for you: When you engage in business with us, we may ask for your name, address, date of birth, or other information that will allow us to identify you. We may also ask to see your driver's license, passport, or other identifying documents. Promptly following ZBD's request, you will provide ZBD any and all Identity Verification Information. We may also ask you for additional information on transactions or transfers that you execute such as confirmation details of counterparties, origin of crypto-assets or purpose of transactions.

19. **DAC8 CRYPTO TAX REPORTING - ZBD EU.** As a regulated CASP, ZBD EU is required to collect tax information, transaction information, and a self-certification from its customers before providing them crypto asset transfer or exchange services under MiCAR pursuant to Council Directive (EU) 2023/2226 of 17 October 2023 amending Directive 2011/16/EU on administrative cooperation in the field of taxation and the implementation thereof into domestic law of EU Member States ("**DAC8")**. DAC8 applies from 1 January 2026 and ZBD EU will be required to report on customer and transaction information to local tax authorities. What this means for you: when you want to use ZBD EU's services to earn BTC rewards, you will need to provide the required tax information, transaction information, and self-certification and ZBD EU will need to check it to ensure it is complete and accurate. We may be required to ask for additional information. All information will be collected and treated in accordance with the ZBD Privacy Policy.

20. **INDEMNITY.** You will indemnify, defend (at ZBD's option), and hold ZBD and its affiliates and their respective officers, directors, employees, and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the ZBD Services, (b) your User Content, or (c) your violation of these Terms. You may not settle or otherwise compromise any claim subject to this Section without ZBD's prior written approval.

21. **LIMITATION OF LIABILITY.**

a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ZBD NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE ZBD SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE

THE ZBD SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ZBD OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

b. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AGGREGATE TOTAL LIABILITY OF ZBD AND ITS AGENTS, REPRESENTATIVES, AND AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE ZBD SERVICES, EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO ZBD FOR USE OF THE ZBD SERVICES OR ONE HUNDRED U.S. DOLLARS ($100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO ZBD, AS APPLICABLE.

c. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ZBD AND YOU.

d. IN ANY CASE, THE LIABILITY DOES NOT EXTEND TO ANY DAMAGES IN RELATION TO THE USAGE OF PERMISSIONLESS DLT INFRASTRUCTURE WHICH IS NOT MANAGED OR CONTROLLED BY ZBD. HOWEVER, ONLY FOR USERS of ZEBEDEE EUROPE B.V., ZBD EU REMAINS LIABLE FOR ANY DAMAGES RELATED HACKS OR EXPLOITS TO ITS OWN SMART CONTRACTS.

22. **GOVERNING LAW AND FORUM CHOICE.**

a. **ZBD US Users only**: In respect of services provided by ZBD US - these Terms and any action related thereto will be governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of Delaware, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 21 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and ZBD US are not required to arbitrate will be the state and federal courts located in the State of Delaware, and you and ZBD US each waive any objection to jurisdiction and venue in such courts.

b. **ZBD EU Users only**: In respect of services provided by ZBD EU - these Terms and any action related thereto will be governed by and construed in accordance with the laws of the Netherlands. The exclusive jurisdiction for all disputes is with the competent courts of Amsterdam, the Netherlands unless legislation or international conventions mandatorily prescribe otherwise.

23. **DISPUTE RESOLUTION.**

a. Informal Dispute Resolution. You and ZBD must first attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms, or the breach, termination, enforcement, interpretation, or validity thereof, or the use of the ZBD Services (collectively, "**Disputes**") informally. You should report any complaints, feedback or questions via the following means:

i. ZEBEDEE LLC, 50 Harrison St., Suite 472, Hoboken, NJ, 07030-6064 and email a copy of such written notice to support@zbdpay.com

ii. ZEBEDEE EUROPE B.V., will accept all of the following communications as official notification of a complaint. These include:

- By mail: Vijzelstraat 68, 1017 HL, Amsterdam, Netherlands;
- By E-Mail: support@zbdpay.com;
- Via chat functionality on the company website or within the ZBD Mobile App;
- By opening a DM thread on ZEBEDEE's Twitter page.

Notwithstanding the foregoing, we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights at any time.

b. ZBD US Users only:

i. Mandatory Arbitration of Disputes. In respect of services provided by ZBD US you or ZBD may start formal arbitration proceedings, at least sixty (60) days after one party notifies the other party of a claim in writing. In respect of services provided by ZBD EU all disputes will be handled and resolved by the competent courts of Amsterdam, the Netherlands.

IMPORTANT NOTICE REGARDING ARBITRATION FOR CUSTOMERS OF ZBD US: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND ZBD THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 23 (DISPUTE RESOLUTION) FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 23 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 21 (GOVERNING LAW AND FORUM CHOICE) WILL APPLY INSTEAD.

ii. ZBD US and you agree that any Dispute will be resolved solely by binding, individual arbitration and not in a class, representative, or consolidated action or proceeding. You and ZBD agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and ZBD US are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

iii. Exceptions. As limited exceptions to Section 21(b) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

iv. Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

v. Any arbitration hearings will take place in the county (or parish) where you live, with provision to be made for remote appearances to the maximum extent permitted by the AAA Rules, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

vi. Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your dispute is frivolous. If we prevail in arbitration, we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

vii. Injunctive and Declaratory Relief. Except as provided in Section 21(c) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

c. Class Action Waiver. YOU AND ZBD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if a Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

d. Severability. With the exception of any of the provisions in Section 21(g) of these Terms ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

24. **GENERAL TERMS.**

a. Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between ZBD and you regarding the ZBD Services, and these Terms supersede and replace all prior oral or written understandings or agreements between ZBD and you regarding the ZBD Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without ZBD's prior written consent. Any attempt by you to assign or transfer these Terms without our consent or your statutory right, will be null and void in its entirety. ZBD may freely assign or transfer these Terms without restriction. Subject

to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

b. Notices. Any notices or other communications provided by ZBD under these Terms will be given: (i) via email; or (ii) by posting to the Site and/or the App. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

c. Waiver of Rights. ZBD's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of ZBD. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

25. **CONTACT INFORMATION**. If you have any questions about these Terms or the ZBD Services, please contact ZBD in the following ways:

    a. ZEBEDEE LLC by mail at 50 Harrison St., Suite 472, Hoboken, NJ, 07030-6064, by phone at +1 888 817 8682, or email us at support@zbdpay.com.

    b. ZEBEDEE EUROPE B.V. by mail at Vijzelstraat 68, 1017 HL Amsterdam, 1017 HL, the Netherlands, or email us at support@zbdpay.com.

ZBD

EXHIBIT 1: E-Sign Disclosure and Consent

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

Electronic Delivery of Communications
You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "**Communications**") that we provide in connection with your ZBD Account(s) and your use of ZBD Services. Communications include:

- Terms of use and policies you agree to (e.g., the ZBD Terms and Conditions 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 ZBD Site and/or App, emailing them to you at the primary email address listed in your ZBD profile, communicating to you via instant chat, and/or through other electronic communication methods 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 ZBD); and
- Sufficient storage space to save past Communications or an installed printer to print them.

How to Withdraw Your Consent
You may withdraw your consent to receive Communications electronically by contacting us at support@zbdpay.com. If you fail to provide or if you withdraw your consent to receive Communications electronically, ZBD reserves the right to immediately close your ZBD Account or charge you additional fees for paper copies.

Updating your Information
It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if ZBD 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, ZBD 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 support@zbdpay.com.

ZBD

EXHIBIT 2: United States License Disclosures (ZBD US Users only)

ZEBEDEE, LLC (NMLS ID: 2188007) ("ZBD") maintains licenses to engage in money transmission activities in many USA states, and these licenses may impact our provision and your use of certain ZBD Services depending on where you live. If you live in the following jurisdictions, we are required to provide you with the following information:

ZBD complies with money laundering and terrorist financing legislation. We report all suspicious transactions. ZBD is committed to working with you to find a fair and equitable resolution to any concerns that you may have about our products and services. If you did not conduct this transaction, or if you feel this transaction is in error or fraudulent, please contact ZBD at 1-888-817-8682, support@zbdpay.com, or 50 Harrison St., Suite 472, Hoboken, NJ, 07030.

You have the right to dispute errors in your transaction. If you think there is an error, contact us within 180 days at 1-888-817-8682, support@zbdpay.com, or 50 Harrison St., Suite 472, Hoboken, NJ, 07030. You can also contact us for a written explanation of your rights.

If you have a complaint, first contact the consumer assistance of ZBD at 1-888-817-8682.

Connecticut

Pursuant to Sec. 4. Section 36a-613(a) (2) through (7)

TRANSACTIONS IN VIRTUAL CURRENCY ARE IRREVOCABLE, AND, ACCORDINGLY, LOSSES DUE TO FRAUDULENT OR ACCIDENTAL TRANSACTIONS MAY RESULT IN THE LOSS OF YOUR MONEY WITH NO RECOURSE.

By opening an account or engaging in any virtual currency transaction with ZBD, you acknowledge that you have read, understood, and agreed to the following material risks associated with virtual currency:

- Virtual currency is not issued, guaranteed, or insured by any government or governmental agency. Balances held in connection with virtual currency are not protected by the Federal Deposit Insurance Corporation (FDIC), the National Credit Union Administration (NCUA), or the Securities Investor Protection Corporation (SIPC).
- Some virtual currency transactions shall be deemed to be made when recorded on a public ledger, which may not be the date or time when the customer initiates the virtual currency transaction;
- The value of virtual currency may be derived from the continued willingness of market participants to exchange fiat currency for virtual currency, which may result in the permanent and total loss of the value of a particular virtual currency, if the market for that virtual currency disappears;
- The volatility and unpredictability of the price of virtual currency relative to fiat currency may result in a significant loss over a short period of time;
- Any bond maintained by the licensee for the benefit of the customers of licensee may not be sufficient to cover all losses incurred by such customers; and
- Virtual currency transactions are irreversible and are used by persons seeking to defraud customers, including, but not limited to, a person impersonating a customer's loved one,

threatening jail time, stating that a customer's identity has been stolen, insisting that a customer withdraw money from the customer's bank account and purchase cryptocurrency or alleging a customer's personal computer has been hacked.

The following disclosures are provided pursuant to Sec. 4. Section 36a-613(b)

- You are responsible for any unauthorized virtual currency transactions initiated through your account. Your responsibility and liability for unauthorized transactions, including virtual currency transactions, are governed by the procedures set forth in these Terms of Service.
- You have the right to stop payment on any preauthorized virtual currency transfer before it is executed. To initiate a stop-payment request, you must contact ZBD at support@zbdpay.com as soon as possible and prior to the scheduled execution of the transfer. We cannot guarantee that a stop-payment request will be honored once a transaction has been submitted for processing.
- We may disclose information concerning your account to certain categories of service providers and third parties as more fully described in the Section 4 of the Privacy Policy.
- You have the right to access account details, transaction history, receipts, confirmations, and all other account or transaction information as set forth in Exhibit 1 of these Terms of Service.
- We may update the Terms from time to time at our sole discretion. If we do, we will let you know by posting the updated Terms on the Site, to the App, and/or may also send other communications. When we make material changes, you may be asked to accept the changes to the Terms when you next log in the ZBD application. It is your responsibility to review and understand the Terms whenever we update them or you use the ZBD Services. If you continue to use the ZBD Services after we have posted updated Terms, it means that you accept and agree to the changes. If you do not agree to be bound by the changes, you may terminate your account. Without acceptance you will not be able to use the ZBD Services anymore. Because the ZBD Services are evolving over time, we may change or discontinue all or any part of the ZBD Services, at any time, and without notice, at our sole discretion.

Maine

The Commissioner of Professional & Financial Regulation for the State of Maine will accept all questions or complaints from Maine residents regarding ZEBEDEE, LLC (NMLS ID: 2188007) at: 35 State House Station, Augusta, ME 04333 Telephone: (207)-624-8500. NMLS Consumer Access website: https://www.nmlsconsumeraccess.org/

Maryland

The Office of Financial Regulation for the State of Maryland will accept all questions or complaints from Maryland residents regarding ZEBEDEE, LLC (NMLS ID: 2188007) at:

Office of Financial Regulation Attention Consumer Services Unit 1100 N. Eutaw Street, Suite 611 Baltimore, MD 21201 Telephone: 410-230-6077 Email: CSU.Complaints@maryland.gov NMLS Consumer Access: https://www.nmlsconsumeraccess.org/

Minnesota

If you have a complaint, please contact ZEBEDEE, LLC, (NMLS ID: 2188007) at 50 Harrison St., Suite 472, Hoboken, NJ, 07030 or 1-888-817-8682. If your concerns have not been addressed, please contact

the state regulator listed below. Minnesota consumers with complaints or concerns can contact the department at: Minnesota Department of Commerce 85 7th Place East, Suite 280 Saint Paul, MN 55101 Phone: (651) 539-1500 Complaints: by email at consumer.protection@state.mn.us or by phone (651) 539-1600 or (800) 657-3602

File a Minnesota Consumer Complaint: https://mn.gov/commerce/consumer/file-a-complaint/#portal

New Mexico

If your issue is unresolved by ZEBEDEE, LLC, (NMLS ID: 2188007), please submit formal complaints with the State of New Mexico, Financial Institutions Division at (505) 476-4885 and on the website https://www.rld.nm.gov/financial-institutions/file-a-complaint/

South Carolina

If you have a complaint or concern about your transaction, please contact ZEBEDEE, LLC, (NMLS ID: 2188007) at 1-888-817-8682. If you still have an unresolved complaint, you may contact: South Carolina Money Services Division 1000 Assembly Street, Columbia SC 29201 1-803-734-1221 https://tinyurl.com/SCMSB

South Dakota

If you have a complaint, you can contact the division with questions or complaints about ZEBEDEE, LLC's money transmission services at:

South Dakota Division of Banking (605) 773-3421

Washington

If you have a complaint, first contact the consumer assistance of ZEBEDEE, LLC, (NMLS ID: 2188007) at 1-888-817-8682. If you still have an unresolved complaint regarding ZEBEDEE, LLC's money transmission activity, please direct your complaint to the Washington Division of Consumer Services at: Washington Division of Consumer Services Online: https://dfi.wa.gov/file-complaint Mail or fax: dfi.wa.gov/sites/default/files/money-services-complaint.pdf Call: (360) 902-8703 or 1-877-RING DFI (1-877-746-4334).

Pursuant to WAC 208-690-205, fraudulent transactions may result in the loss of your money with no recourse.

The following disclosures apply to all virtual currency transactions:

(a) All applicable fees and charges are detailed in Section 3(d) of the Terms of Service

(b) Digital assets held by ZEBEDEE, LLC., are not backed by the government, and accounts and value balances are not insured against theft or loss by the Federal Deposit Insurance Corporation (FDIC) or the Securities Investor Protection Corporation (SIPC).

(c) Transactions in virtual currency are irrevocable, and, accordingly, losses due to fraudulent or accidental transactions may result in the loss of your money with no recourse.

(d) You are solely responsible for ensuring the security of your account, your deposits, and your withdrawals, and are responsible for any errors or liabilities incurred therein. In the event of such errors,

please contact our Customer Support Team at https://zbd.gg/z/contact. ZEBEDEE, LLC makes no representations or warranties regarding its ability to correct such mistakes.

(e) You are advised that the nature of virtual currency may lead to an increased risk of fraud or cyber-attack, and your virtual currency value may be irretrievably stolen.