



**Verify Investor, Inc.
User Agreement**

This User Agreement was last updated on November 22, 2024.

This User Agreement together with all Exhibits and any accompanying or supplemental agreements and documents referenced herein (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**User Agreement**”) is made and entered into between Verify Investor, Inc. (“**Verify Investor**”, “**us**”, “**our**”, or “**we**”), and you or, if you are accessing the Verification Platform (as defined below) or using our Services on behalf of another Entity, that Entity (in either case, “**you**” or “**your**”).

This User Agreement and the [tZERO Master Terms of Use](#) (“**Terms**”) together form your agreement with Verify Investor (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”) regarding your access to and use of Verify Investor’s online platform for and related Services provided by Verify Investor through the Platform (the “**Verification Platform**”). If for any reason you have not entered into the Terms at the time you enter into this User Agreement, then by entering into this User Agreement, you agree to enter into and be bound by the Terms. In the event of a conflict between the Terms and this User Agreement or overlapping subject matter with the Terms, the terms of this User Agreement will control as to our Services provided to you by Verify Investor and the Terms (and any other User Agreement) will control in all other respects. Capitalized terms used and not otherwise defined in this User Agreement have the meaning assigned to such terms in the Terms.

By clicking a prompt to access the Verification Platform or by accessing or using the Verification Platform or any Services or Content provided by Verify Investor or made available through the Verification Platform, you agree to enter into and be bound by this User Agreement. If you are entering into this User Agreement on behalf of an Entity, by clicking a prompt to access the Verification Platform or by accessing or using the Verification Platform or any Services or Content provided or made available through the Verification Platform, you represent and warrant that you have authority to bind that Entity. If you do not have such authority or you do not agree to this User Agreement, do not agree to these terms via “click through” and do not access or use the Verification Platform or any Services or Content provided or made available through the Verification Platform.

This User Agreement describes how we will service your account. It is a legal document that outlines our obligations to you and your obligations to us. It covers how we agree to address the most important issues that may arise between you and us. PLEASE BE SURE to read this User Agreement prior to using the Verification Platform.

1. ABOUT VERIFY INVESTOR’S SERVICE

Verify Investor’s Service is designed to provide you with information and services to assist in verifying whether a potential verification party is an accredited investor, a qualified purchaser, or a qualified client or

other diligence or verification services. As a general user of Verify Investor's Service or as a "**Verification Party**" and/or a "**Requesting Party**."

- You are a "**Verification Party**" if you use Verify Investor's Service to verify your status as an accredited investor, qualified purchaser, or qualified client or other diligence or verification services.
- You are a "**Requesting Party**" when you use our Service to verify the status of a Verification Party that is not you.

Unless otherwise stated, all terms and conditions contained in this User Agreement apply to you regardless of whether you are a Verification Party, Requesting Party, or general user of Verify Investor's Service. If you access the Verify Investor's Service on behalf of a spouse or spousal equivalent, a third party or you are an agent, you must comply with the provisions in Section 6 of this User Agreement.

Each verification of a Verification Party's status as an accredited investor, qualified purchaser, or qualified client is completed by a licensed attorney or other reviewer engaged by us (each a "**Reviewer**"). You understand and agree that Reviewers will determine, in their sole and reasonable discretion, whether to verify the status of a Verification Party as an "accredited investor," a "qualified purchaser," a "qualified client", or other designation as appropriate. Any determination a Reviewer makes in verifying the status of a Verification Party is final. You acknowledge and agree that your use of Verify Investor's Service does not establish any attorney-client relationship between you and either Verify Investor or any of its affiliates or any Reviewer.

All references to "accredited investor" mean "accredited investor" as defined in Rule 501 of Regulation D of the Securities Act of 1933, as amended; all references to "qualified purchaser" mean "qualified purchaser" as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended; and all references to "qualified client" mean "qualified client" as defined in Rule 205-3 of the Investment Advisers Act of 1940, as amended.

THE INVESTMENT COMPANY ACT OF 1940 AND THE INVESTMENT ADVISERS ACT OF 1940 DO NOT PROVIDE A SAFE HARBOR IN THE EVENT AN ISSUER FAILS TO ESTABLISH THE STATUS OF AN INVESTOR AS A QUALIFIED PURCHASER OR A QUALIFIED CLIENT, RESPECTIVELY. FURTHERMORE, THE SEC HAS NEVER PROVIDED GUIDANCE AS TO WHAT CONSTITUTES AN ADEQUATE INQUIRY TO VERIFY THAT AN ISSUER HAS A "REASONABLE BELIEF" AS TO INVESTOR STATUS AS A "QUALIFIED PURCHASER" UNDER THE INVESTMENT COMPANY ACT OF 1940 OR A "QUALIFIED CLIENT" UNDER THE INVESTMENT ADVISERS ACT OF 1940.

2. NO LEGAL OR PROFESSIONAL OR OTHER OPINION.

NEITHER VERIFY INVESTOR NOR ANY OF ITS AFFILIATES PROVIDE LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL SERVICES, HOLDS ITSELF OUT AS PROVIDING OR CREATES ANY EXPECTATION OR IMPLICATION OF PROVIDING ANY OF THE FOREGOING, OR RENDERS ANY LEGAL, ACCOUNTING OR OTHER PROFESSIONAL OPINIONS OR ADVICE. LICENSED PROFESSIONALS MAY SEPARATELY PROVIDE LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL

SERVICES USING THE TECHNOLOGY PROVIDED BY OUR SERVICE, AND THOSE PROFESSIONALS MAY ALSO RENDER LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL OPINIONS OR ADVICE INDEPENDENT OF OUR SERVICE. THE REVIEWERS OWE NO OBLIGATION TO YOU AND ARE NOT PROVIDING YOU WITH ANY LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL ADVICE OR SERVICES. YOU WILL NOT REQUEST, AND YOU ACKNOWLEDGE YOU ARE NOT RECEIVING, ANY LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL ADVICE AS PART OF OUR SERVICE. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO CONSULT WITH INDEPENDENT COUNSEL REGARDING YOUR USE OF VERIFY INVESTOR'S SERVICE OR ANY OTHER RELATED MATTERS WHEN YOU DETERMINE YOU ARE IN NEED OF LEGAL OR ANY OTHER PROFESSIONAL ADVICE.

3. ELIGIBILITY.

You may only access and use Verify Investor's Service if you are 18 years of age or older and meet the other eligibility requirements specified in this User Agreement. If you do not meet any of the requirements for Verify Investor's Service, you may not access or use Verify Investor's Service.

4. VERIFY INVESTOR'S RIGHTS.

- a. Reservation of Rights. You acknowledge and agree that we reserve the right to: (i) discontinue Verify Investor's Service (in whole or in part), at any time and with or without reason; and (ii) suspend or disable your access to Verify Investor's Service, if we determine, in our sole judgment, that you are in violation of this Agreement or any applicable law or that your use of Verify Investor's Service may expose Verify Investor to liability of any kind or may adversely affect the reputation or goodwill of Verify Investor.
- b. Intellectual Property Ownership. Verify Investor's Services and all rights, title and interest (including, without limitation, all copyrights, moral rights, trademark rights, trade dress rights, trade secret rights, patent rights, and all other intellectual property or proprietary rights) and any additions, improvements, updates and modifications thereto, are the property of Verify Investor and/or its licensors; provided, however, that, subject to revocation at our sole discretion at any time, you may display the Verify Investor trademark for marketing purposes. Other than a limited license to use as specified in Section 7 of this User Agreement, you receive no ownership interest in or to Verify Investor's Service and you are not granted any right or license to use Verify Investor's underlying content, software, or other technology, apart from your ability to access Verify Investor's Service pursuant to this User Agreement. Any unauthorized use or exploitation of the property of Verify Investor or its licensors is strictly prohibited and may result in civil and/or criminal penalties. Verify Investor and its licensors reserve all rights not expressly granted herein. There are no implied rights or licenses granted to you under this Agreement.

5. YOUR ACCOUNT

- a. Account Creation. You must register for an account ("**Account**") in order to use Verify Investor's Service as a Verification Party or Requesting Party. When creating or updating an Account, you are required to provide Verify Investor with certain information that can be used to identify you, such as your name, e-mail address, and, in some cases, payment information. You represent and warrant that all information you supply to Verify Investor will be accurate and complete and that you keep such information current

(or cause it to be kept current).

- b. Account Access. During the Account creation process, you will be asked to provide your email address, which you will use as your username for your Account. You will also be required to create a password, which, together with your username, we refer to as your “**Login Information**”. The following rules govern the security of your Login Information:
- i. You will not share your Account or your Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account;
 - ii. If you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of your Login Information, you must immediately notify Verify Investor and modify your Login Information;
 - iii. You are solely responsible for maintaining the confidentiality of your Login Information, and you will be responsible for all uses of your Login Information and Account, including purchases, whether or not authorized by you; and
 - iv. You are responsible for any activities associated with your Account and agree that all acts and omissions associated with your Account will be treated as if they are your own acts and omissions.
- c. Cancellation of Your Account. You may discontinue using Verify Investor’s Service and your Account at any time. If you also wish to disable access to your Account, you may do so at any time by contacting us through Verify Investor. If you cancel your Account, it will be treated as if your Account was disabled. Upon cancellation of an Account, no further verification requests will be accepted and all verification requests in process will be completed. You may not cancel a verification request once it has been submitted. For additional information on the effect of canceling your Account, see Section 15. If we or you cancel your Account, we will maintain your Personally Identifiable Information in accordance with our [Privacy Policy](#).

6. ACTING ON BEHALF OF A SPOUSE OR SPOUSAL EQUIVALENT OR AS AN AGENT FOR ENTITY OR THIRD PARTY.

If you are submitting information of or about your spouse or spousal equivalent or as an agent for an entity or third party (such spouse, spousal equivalent, entity or third party is referred to as a “**Represented Party**”) or are entering into this User Agreement on behalf of a Represented Party, you represent and warrant that you have the right and authority to act on behalf of such Represented Party and to submit such information us.

7. YOUR USE OF OUR SERVICE.

- a. Our License to You. Subject to your agreement and continuing compliance with this User Agreement, Verify Investor will permit you and individuals who work for you to access and use our Service solely for your own internal and personal purposes. You agree not to use our Service for any other purpose. You will ensure that individuals working for you comply with this User Agreement.
- b. User Interactions; Release. You are solely responsible for your interactions with other users and any

other third parties with whom you interact through our Service. Verify Investor reserves the right, but has no obligation, to become involved in any way with these disputes. If you have a dispute with one or more users, you release us and the tZERO Parties from claims, demands, liabilities and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

- c. Violation of Terms. Any use of our Service in violation of this User Agreement is strictly prohibited, can result in the immediate revocation of your limited right to access and use of our Service, including disabling your Account and Login Information, and may subject you to liability for violations of law.

8. DETERMINATION OF DILIGENCE PARTY STATUS.

- a. Submission of Verification Party Information. Information regarding a Verification Party may be submitted directly by the Verification Party or by a Requesting Party on behalf of the Verification Party. You acknowledge and agree that any information, data, or other content regarding any Verification Party that you submit to or transmit through our Service (either on your own behalf as a Verification Party or as a Requesting Party) is Your Content and may be treated by us as Your Content under this Agreement.
- b. Accuracy of Verification Party Information. We are entitled to and may evaluate all information submitted regarding any Verification Party as if such information is accurate and complete. You acknowledge and agree that we are not required to make, and shall not be deemed have made, any attempt to independently verify the accuracy or completeness of such information.
- c. Not a Registered Broker-Dealer. Without limiting the foregoing, you acknowledge that Verify Investor is not a registered broker-dealer, funding portal, underwriter, investment bank, or investment advisor and our Service and other obligations of Verify Investor do not require that Verify Investor engage in any conduct that would require such registration in any jurisdiction.
- d. No Brokerage Services. Verify Investor’s Services do not include any brokerage services. Verify Investor takes no part in the solicitation of, or any evaluation of the suitability of any Verification Party with respect to, any investment or transaction whether in or in connection with any Requesting Party or otherwise. Any broker-dealer, investment advisory, or other services offered by third-parties (including by affiliates of Verify Investor that offer Services on other portions of the Platform) that are utilized by you or any other user are separate and apart from our Services or other obligations performed by or on behalf of us under this User Agreement.

9. ADDITIONAL TERMS APPLICABLE TO REQUESTING PARTIES.

- a. Applicability. The terms in this Section 9 apply to you when you are using our Service as a Requesting Party.

- b. Dependence Upon Verification Party Information. We are not responsible for verifying the status of any person or entity as an accredited investor, qualified purchaser, or qualified client or other diligence or verification services if a verification request is not created for such person or entity and such person or entity does not use our Service to provide information requested by our Service for a Verification Party.
- c. Reasonable Belief. If you use our Service to submit or transmit content regarding any Verification Party for purposes of verifying that the Verification Party is a qualified purchaser or qualified client, you represent and warrant that you reasonably believe that the Verification Party is a qualified purchaser or qualified client at the time you submit or transmit such Content to our Service.
- d. Verification Party Information. If you use our Service to submit or transmit information, data, or other content regarding any Verification Party or other user besides yourself, or if you use our Service to obtain any information, data, or other content from or about any Verification Party or other users besides yourself, you covenant and agree that you will not take any actions with such information, data, or content without obtaining all necessary rights and permissions from such Verification Party or other user to avoid you breaching any agreement with or violating the rights of such Verification Party or other user. You acknowledge and agree that we are not responsible for obtaining any such rights or permissions from any Verification Party or other user on your behalf regarding your use of any information, data, or content you obtain about any Verification Party or other user through our Service.
- e. Contact. If you use our Service to ask us to contact any third party as a potential Verification Party, you grant us all necessary rights and permissions to contact such potential Verification Party. You represent and warrant that any such potential Verification Party has previously contacted you for the purpose of possibly purchasing securities or conducting another transaction with you and that such potential Verification Party has consented to be contacted by Verify Investor for the purpose verifying such potential Verification Party's status as an accredited investor, qualified purchaser, qualified client, or other designation as appropriate.

10. ADDITIONAL TERMS APPLICABLE TO VERIFICATION PARTIES.

- a. Applicability. The terms in this Section 10 apply to you if you are using our Service as a Verification Party.
- b. Suitability of Investment or Transaction. You understand and agree that we do not make any representations or provide any advice regarding the suitability of any investment or potential investment or other transaction for any Verification Party, including any investment or potential investment or transaction within a Requesting Party.
- c. Investments. We do not act as an agent or representative of any Requesting Party, and any transactions you make regarding the purchase of securities in a Requesting Party do not involve us.

11. REPRESENTATIONS AND WARRANTIES GENERALLY.

You represent and warrant that: (1) you have the legal right and authority to enter into this Agreement; (2) this Agreement forms a binding legal obligation on your behalf; (3) you have the right to perform your

obligations under this Agreement and to grant the rights and licenses described herein; and (4) your use of and access to our Service, including, without limitation, Account information, Your Content, and any other data or information you may provide or generate through your use of or access to our Service, will comply with all applicable laws, rules, and regulations and will not cause Verify Investor itself to violate any applicable laws, rules, and regulations or any rights of any other user or third party. If you use our Service and are acting as an employee or agent of a non-individual entity, you represent and warrant that you have all necessary power, right, and authority to cause such entity to be bound by this Agreement.

12. FEES.

You agree to pay all fees and applicable Taxes incurred by you or anyone using your Account. Verify Investor may revise the pricing for its Service at any time.

YOU ACKNOWLEDGE THAT VERIFY INVESTOR IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED PRODUCTS AND SERVICES (INCLUDING A VERIFICATION REQUEST THAT IS UNCLAIMED, EXPIRED, CANCELED, COMPLETED, OR DISABLED) OR WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

You represent to Verify Investor and our third party payment processor that you have the right to use any credit card or other means of payment that you provide to us and that all billing information you provide is truthful and accurate. You assume exclusive liability for any and all taxes, tariffs, fees, duties, withholdings or like charges, whether domestic or foreign, now imposed or hereafter becoming effective (“**Taxes**”) related to our Service and your purchases from Verify Investor (other than Taxes based on the net income of Verify Investor), including without limitation, federal, provincial, state and local Taxes, value-added Taxes, goods and services Taxes, stamp, documentary, excise or property Taxes, duties and other governmental charges. You shall pay for our Service at the current prices. You hereby authorize us to charge your credit card account for all payments when due. In the event the credit card account you provide us expires or is terminated, you will promptly furnish us with valid replacement credit card account information, which we are then authorized to charge in accordance with this Agreement. In the event any such credit card charges are rejected, dishonored, or reversed, you agree to promptly pay the applicable charges upon demand.

13. SERVICE UPDATES.

You understand that our Service undergoes frequent changes. You acknowledge and agree that Verify Investor may update its Service without notifying you. You may cease using Verify Investor’s Service if you do not agree to any modification, however, you will be deemed to have agreed to any modifications through your continued use of our Service. Verify Investor also reserves the right to discontinue or stop offering you Services at which point your Account and your right to access and use Verify Investor’s Service may be automatically disabled.

14. TERMINATION AND SUSPENSION.

a. Termination or Suspension by Verify Investor. We may terminate this Agreement and/or disable your

Account and your right to access or use our Service and any of Your Content at any time, for any reason or no reason, in our sole discretion, with or without notice to you. We also reserve the right to suspend or limit your access to your Account and our Service for any reason or no reason, in our sole discretion, with or without notice to you. During any such suspension, you may not access or use our Service, your Account, or any of Your Content.

- b. Effect of Cancellation, Termination or Disabling. Upon termination or cancellation of this Agreement or disabling of your Account for any reason:
- i. All rights granted to you under this Agreement will terminate;
 - ii. You will cease all use of and access to our Service, your Account, and all of Your Content;
 - iii. You will cease use of, disable and/or delete any of Your Content you have downloaded prior to termination;
 - iv. We may retain any and all of Your Content;
 - v. We will be under no obligation or duty to provide you with any copies of Your Content, any other information you have provided to our Service, or access to any content already submitted to our Service;
 - vi. All fees or other amounts incurred through your Account or which you have otherwise incurred under this Agreement will become payable;
 - vii. We shall not be required to provide refunds, benefits or other compensation to you in any form; and
 - viii. We may, in our sole discretion, disable your Account.
- c. Survival. Following any termination or the suspension or deactivation of your Account or this Agreement, you will continue to be bound by this Agreement, which, by their nature, survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity, and limitations of liability.
- d. No New Accounts. If we terminate this Agreement, or during any suspension of your access to our Service or your Account, you may not attempt to access or use our Service or to create any new Account, whether by agreeing to this Agreement again or by otherwise accessing or using our Service, unless or until we have provided you with our separate written permission for you to do so. Any attempt you may make to agree to this Agreement following termination, or during any suspension, is hereby rejected by Verify Investor.

15. DISCLAIMERS.

- a. By using our Service, you acknowledge and agree as follows:
- i. **NOT AN AGENT OR BROKER.** VERIFY INVESTOR DOES NOT ACT AS AN AGENT FOR ANY PARTY USING OUR SERVICE. ANY INVESTMENT DECISIONS AND SECURITIES PURCHASE TRANSACTIONS INVOLVING A REQUESTING PARTY AND VERIFICATION PARTY DO NOT INVOLVE VERIFY INVESTOR AS A PARTY AND MUST BE ARRANGED DIRECTLY BETWEEN A REQUESTING PARTY AND A VERIFICATION PARTY.
 - ii. **SECURITY AND CONFIDENTIALITY.** THOUGH OUR SERVICE IS DESIGNED TO ALLOW VERIFICATION PARTIES TO REDACT INFORMATION OF THEIR CHOOSING AND TO

ALLOW CERTAIN INFORMATION SUBMITTED BY USERS TO BE INACCESSIBLE TO REVIEWERS, OTHER USERS, AND THIRD PARTIES, YOU EXPRESSLY ACKNOWLEDGE THAT VERIFY INVESTOR CANNOT GUARANTEE THAT A PARTY WHO IS UNAUTHORIZED TO VIEW OR ACCESS INFORMATION YOU SUBMIT WILL BE PREVENTED FROM VIEWING OR ACCESSING SUCH INFORMATION IF OUR SERVICE OR THE SERVERS, SOFTWARE, HARDWARE OR SYSTEMS USED TO PROVIDE OUR SERVICE (“**SERVICE SYSTEMS**”) ARE HACKED OR SOMEONE ENGAGES IN UNAUTHORIZED ACCESS TO OUR SERVICE SYSTEMS. IN ORDER TO PROVIDE OUR SERVICE, OUR SERVICE DOES DISPLAY CERTAIN INFORMATION YOU PROVIDE TO REVIEWERS BUT OUR SERVICE ALLOWS A USER TO DESIGNATE THAT CERTAIN OF THE INFORMATION THEY PROVIDE TO VERIFY INVESTOR NOT BE DISPLAYED TO REVIEWERS. FAILURE ON THE PART OF A USER TO USE THE FEATURES REFERENCED IN THE PREVIOUS SENTENCE MAY RESULT IN A USER’S CONFIDENTIAL OR PERSONALLY IDENTIFIABLE INFORMATION BEING DISCLOSED TO OTHER REVIEWERS AND VERIFY INVESTOR IS NOT RESPONSIBLE FOR ANY HARM THAT MAY RESULT FROM SUCH DISCLOSURE.

16. ELECTRONIC COMMUNICATIONS.

When you use our Service, you are communicating with us electronically, and you consent to receiving communications from us electronically, including emails and messages through our Service, including messages posted to your Account. You acknowledge and agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that the same be in writing.

17. UPDATES TO THE TERMS.

Verify Investor reserves the right, at our discretion, to change, modify, add or remove portions of this Agreement at any time by posting the amended Terms through or on our Service. You agree that the party submitting contact information when registering for our Service will have been deemed to have received notice of changes or updates to Terms on your behalf when such notices have been sent using such contact information. You may also be given additional notice, such as an e-mail message or messaging within our Service, of any changes. You will be deemed to have accepted such changes by continuing to use our Service after the posting or delivery of notice of amended Terms. Verify Investor may also revise other policies, codes or rules at any time, and the new versions will be available on our Service.

18. GENERAL PROVISIONS.

If any provision of this Agreement is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, the invalidity, illegality or unenforceability of such provision shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect. No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such provision or a waiver of any other provision, and Verify Investor’s failure to assert any right under this Agreement or to enforce any provision of this Agreement shall not be deemed a waiver of such right or provision. Verify Investor may assign its rights and obligations under this Agreement to any third party at any time without notice to you. This

Agreement will be binding upon and inure to the benefit of the parties and their respective successors, heirs, trustees, administrators, and assigns. This Agreement contain the final and entire agreement of the parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the subject matter hereof.

19. CONTACT US

You may contact us at:

Verify Investor Terms Administrator
6136 Frisco Square Blvd, Suite 400, #414
Frisco, TX 75034

with a copy to:

299 South Main Street, Suite 2270
Salt Lake City, UT 84111
Attention: Legal Department.