MASTER TERMS OF USE

Dated as of January 30, 2026.

tZERO Technologies, LLC ("**tZERO Tech**") together with its Affiliates (the "**tZERO Entities**", "**us**", "**our**", or "**we**") offers various services further defined in each tZERO Agreement (as defined below) (the "**Services**") and data, information and any other content ("**Content**") to end users ("**Users**") through tZERO Group, Inc.'s ("**tZERO Group**") website at https://www.tzero.com/ (our "**Site**") and through our mobile applications (our "**Apps**" and, together with the Site, our "**Platform**"). "**Affiliate(s)**" means any entity that is controlled by, controls or is under common control with an entity. Each Affiliate is a separate legal entity, none of which is responsible for the obligations of the other.

WEBSITE DISCLAIMERS

tZERO Group, a Delaware corporation, is a technology firm that was founded with the goal of utilizing distributed ledger technology to revolutionize financial technologies so that they are more efficient, accessible and transparent. tZERO Group is not a registered broker-dealer, funding portal, underwriter, investment bank, investment adviser or investment manager, and is not providing brokerage, investment banking or underwriting services, recommendations or investment advice to any person, and does not provide any brokerage or cryptocurrency services. tZERO Group takes no part in the negotiation or execution of secondary market transactions for the purchase or sale of securities and at no time has possession of investor funds or securities in connection with such transactions. All product offerings are offered through tZERO Group's subsidiaries. tZERO Tech provides all technology services.

tZERO Securities, LLC is a broker-dealer registered with the U.S. Securities and Exchange Commission and a member of the Financial Industry Regulatory Authority ("FINRA") and Securities Investor Protection Corporation ("SIPC"). More information about tZERO Securities, LLC may be found at https://brokercheck.finra.org/.

tZERO Digital Asset Securities, LLC is a special purpose broker-dealer registered with the SEC and a member of FINRA and SIPC. **Digital asset securities may not be "securities" as defined under the Securities Investor Protection Act (SIPA)—and in particular, digital asset securities that are "investment contracts" under the Howey test but are not registered with the SEC are excluded from SIPA's definition of "securities"—and thus the protections afforded to securities customers under SIPA may not apply.** tZERO Digital Asset Securities, LLC operates in accordance the U.S. Securities and Exchange Commission's Statement on the Custody of Crypto Asset Securities by Broker-Dealers dated December 17, 2025. More information about tZERO Digital Asset Securities, LLC may be found at https://brokercheck.finra.org/.

Investors should note that trading securities could involve substantial risks and should consult a professional adviser regarding any economic, tax, legal or other consequences of trading any securities.

Our website is for informational purposes only and does not constitute an offer to sell, a solicitation to buy, or a recommendation for any security, nor does it constitute an offer to provide investment advisory or other services by the tZERO Entities or any of their officers, directors or employees. Nothing in this website shall be considered a solicitation or offer to buy or sell any security, future, option or other financial instrument or to offer or provide any investment advice or service to any person in any jurisdiction. Nothing contained in this website constitutes investment advice or offers any opinion with respect to the suitability of any security, and the information set forth on this website should not be taken as advice to buy, sell or hold any security. In preparing the information contained in this website, we have not taken into account the investment needs, objectives and financial circumstances of any particular investor or issuer. This information has no regard to the specific investment objectives, financial situation and particular needs of any specific recipient of this information. All information is subject to possible correction. Information may quickly become unreliable for various reasons, including changes in market conditions or economic circumstances.

Terms of Use

These Terms of Use ("**Terms**") are agreed to between the tZERO Entities and you or, if you are accessing the Platform or using the Services on behalf of another individual, organization, or entity ("**Entity**"), that Entity (in either case, "**you**" or "**your**").

By agreeing to these Terms via "click through" or accessing or using any part of the Platform or any Services or Content, you agree to enter into and be bound by these Terms. If you are entering into these Terms on behalf of an Entity, by agreeing to these Terms via "click through" or by accessing or using any part of the Platform or any Services or Content, you represent and warrant that you have authority to bind that Entity to these Terms. If you do not have such authority, or you do not agree to be bound by these Terms, do not agree to these terms via "click through" and do not access or use any part of the Platform or any Services or Content.

THESE TERMS CONTAIN AN ARBITRATION PROVISION, WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AND PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. YOUR BREACH OF ANY PROVISION OF THESE TERMS WILL AUTOMATICALLY, WITHOUT THE REQUIREMENT OF NOTICE OR OTHER ACTION, REVOKE AND TERMINATE YOUR RIGHT TO ACCESS THE PLATFORM.

Effective Date

These Terms are effective upon the date you first access or use any part of the Platform or any Services or Content.

Definitions

Capitalized terms used in these Terms have the definitions given in the context in which they are used. All other terms used herein have the plain English (US) meaning.

Separate tZERO Agreements

Access to or use of certain areas of the Platform, including each App and certain areas of our Site, may also require that you agree to additional agreements with a certain tZERO Entity (each a "**tZERO Agreement**" and collectively the "**tZERO Agreements**"). Each tZERO Agreement provides additional terms covering the Services and Content provided through the area(s) of the Platform

covered by that tZERO Agreement. These Terms, together with all tZERO Agreements you enter into with tZERO, will constitute your agreement with tZERO regarding your access to and use of the Platform and all Services and Content made available through the Platform (the "**Agreement**"). Unless you have entered into a separate written agreement with a tZERO Entity expressly providing otherwise, the Agreement comprises the entire agreement between you and the tZERO Enities with respect to the Platform and all Services and Content and supersedes all prior or contemporaneous communication and proposals (whether oral, written or electronic) between you and any tZERO Entity with respect to the Platform and the Services and Content. In the event of a conflict between these Terms and any tZERO Agreement, the terms of the tZERO Agreement will control as to the area(s) of the Platform and the Services and Content to which the tZERO Agreement relates and these Terms will control in all other respects.

Please see below of the certain relevant tZERO Agreements related to Platform Services:

Service	**Agreement**
• Brokerage Services for Traditional Securities and Digital Asset Securities (excluding Digital Asset Security custody)	• Customer and Subscriber Agreement with tZERO Securities, LLC
• Custody for Digital Asset Securities	• Customer Custody Agreement with tZERO Digital Asset Securities, LLC
• Investor Verification Services	• Agreement with Verify Investor, Inc.

By accessing or using any Service listed above, you agree to enter into and be bound by the applicable tZERO Agreement relating to such Service.

Changes

We reserve the right to make changes to the Agreement or to the Platform or any Services or Content at any time, with or without prior notice, subject to any applicable regulatory requirements, by making those modifications available to you through the Platform or by providing notice to you as otherwise permitted herein. You are solely responsible for checking the Platform for any changes. You agree not to contest the admissibility or enforceability of the electronically stored copy of the Agreement in any proceeding arising out of the Agreement. Your continued use of the Platform and any Services or Content following any such changes to the Agreement or to the Platform or any Services or Content constitutes your acceptance of those changes. If you do not agree with any changes, you may withhold your consent by not accessing the Platform or any Services or Content or by terminating the Agreement as permitted herein. You agree that tZERO Group and its subsidiaries and Affiliates, including their respective directors, officers, members, employees and advisor, (collectively, the "**tZERO Parties**") will not be liable to you or to any third party for any modification of the Agreement or the Platform, Services, or Content, suspension of your access to the Platform or any Services or Content, or discontinuance of the Platform or any Services or Content.

Eligibility

We require that the Platform and the Services and Content be accessed and used only by individuals

who are not minors and who can legally enter into binding contracts with a tZERO Entity under applicable federal, state, local, international, or other laws, statutes, rules, or regulations ("**Laws**") (typically persons 18 years of age or older, depending on the Laws applicable to you). By accessing or using the Platform or any Services or Content, you represent and warrant that you are not a minor and are legally permitted to enter into a binding contract, including the Agreement, with the applicable tZERO Entities under applicable Law.

Location of Access

The Platform is controlled and operated from facilities within the U.S. The tZERO Entities make no representations that the Platform is appropriate or available for use in any other jurisdictions. Accessing any part of the Platform or any Services or Content is prohibited from any locations where access to or use of the Platform or any Services or Content are prohibited.

Access to the Site and Services

Subject to your compliance with the Agreement, we will permit you to access and use the Site and the Services and Content made available to you through the Site solely for lawful purposes as permitted by the Agreement.

Access to Apps

Each of our Apps is provided solely for use in accessing and using the Services and Content made available through that App. Subject to your compliance with the Agreement, including each applicable tZERO Agreement, we will permit you to download, install, and operate each App solely to access and use the Services and Content made available to you through that App for lawful purposes as permitted by the Agreement. You may install each App only on your own applicable devices for use in accordance with the Agreement, including each tZERO Agreement applicable to the App. Except as expressly set forth in the previous sentence, you are granted no licenses or other rights in or to any App or any Intellectual Property Rights (as defined below) therein or related thereto. You agree not to use, modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit or utilize any App other than as expressly permitted in the Agreement.

Restrictions on Access

The Platform, the Services and Content, and the databases, software, hardware and other technology used by or on behalf of each tZERO Entity to operate and provide the Platform and provide the Services and Content (collectively, the "**Technology**"), constitute valuable trade secrets of tZERO Tech and its suppliers and service providers. You will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in the Agreement or otherwise attempt to gain unauthorized access to the Technology, accounts registered to others or the computers or networks utilized by the Technology, including but not limited to by circumventing or modifying, attempting to circumvent or modify or encouraging or assisting any other person to circumvent or modify any security, technology, device or software that is intended to restrict access to any part of the Technology; (2) institute, assist or become involved in any type of attack, including distribution of viruses, adware, Trojan horses, spyware, worms or other malicious code ("**Viruses**"), denial of service attacks upon the Technology or other attempts to disrupt the

Technology or any other person's use or enjoyment of the Technology; (3) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology or do anything that promotes the violation of any applicable law, regulation or this Agreement; (4) alter, modify, reproduce, or create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance or functionality of the Technology; (9) interfere with us, the operation or hosting of the Technology, or other Users' listings; (10) frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) on the Platform; (11) use any meta tags or any other hidden text utilizing our name or trademarks; (12) use, facilitate, create or maintain any unauthorized connection to the Technology, including any connection using programs, tools or software not expressly provided by a tZERO Entity or approved in writing by a tZERO Entity; (13) impersonate any person or entity, including any tZERO Entity or third-party providers, or any employee, agent or representative thereof; (14) falsely state or otherwise misrepresent your affiliation with any person or entity; (15) collect data about the Technology, including the performance of vulnerability, load or similar testing of the Technology; (16) access the Technology for purposes of replicating or competing with the Platform assisting a third party's efforts to replicate or compete with the Platform and (17) make any automated use of the Technology use any automated scripts to collect information from or otherwise interact with the Technology or take any action that imposes or may impose (in tZERO's sole discretion) an unreasonable or disproportionately large load on tZERO's infrastructure.

Updates and Software Change Controls

The Technology may be updated from time to time by the relevant tZERO Entity. In all cases, changes to the Technology related to brokerage services will be reviewed or approved by tZERO Securities, LLC or tZERO Digital Asset Securities, LLC, as applicable, and their appropriately registered representatives. tZERO Tech solely acts a technology provider to by tZERO Securities, LLC or tZERO Digital Asset Securities, LLC as it relates to brokerage services on the Platform.

Account Creation and Responsibility

You may be able to access certain Services and Content through the Platform, and access certain areas of the Platform generally, without registering on the Platform. However, access to certain other Services and Content require that you register for an account ("**Account**") with tZERO Tech and its appropriately licensed Affiliate and satisfy certain other criteria. Approval of your request to establish an Account will be at the sole discretion of tZERO Tech and its Affiliates. Each Account and the user identification and password for each Account (the "**Account ID**") is personal in nature. Each Account is for your personal use and each Account ID may be used only by you alone. You will not distribute or transfer your Account or Account ID without our prior written permission, nor will you provide any third party with the right to access or use your Account or Account ID. You will ensure the security and confidentiality of Your Account ID and will notify a tZERO Entity immediately if any Account ID is lost, stolen, or otherwise compromised or if you are aware of any other breach of security involving

your Account. To the fullest extent permissible by Law, you are solely responsible for maintaining the appropriate antivirus software and other protections to prevent cyber-crimes and other identity theft.

You are solely responsible for all use of Platform and all Services and Content accessed through your Account. All transactions completed through your Account or under your Account ID will be deemed to have been lawfully completed by you. You acknowledge and agree that you are solely responsible for all investment decisions regarding any offering of securities posted on the Platform.

In connection with establishing an Account, you will be asked to submit certain information ("**Registration Information**"). You agree that: (1) all Registration Information you provide will be current, complete, and accurate; and (2) you will promptly update your Registration Information to keep it current, complete, and accurate. We reserve the right to suspend or terminate your Account or the Agreement if any Registration Information proves to be inaccurate, incomplete, or not current. You may not: (a) select or use an Account ID of another person with the intent to impersonate that person; (b) use an Account ID that tZERO Tech, in its sole discretion, deems offensive; (c) attempt to access another User's Account without explicit permission; or (d) access your Account using a method other than the Platform interface and instructions provided by us. In the event of any violation of the Agreement, or as otherwise permitted herein, we may in our sole discretion suspend or terminate this Agreement and your access to and use of the Platform, including your Account, and all Services and Content.

Access to Content

Unless otherwise noted on the Platform, other than Your Content (as defined below), all Content available through the Platform is owned by tZERO Tech, the Users providing that Content, or tZERO's other third-party providers.

By accessing Content, you acknowledge and agree (1) all Content is for informational purposes only and you are solely responsible for verifying the accuracy, completeness, and applicability of all Content and for your use of any Content; (2) any dated Content is published as of its date only, and tZERO Tech does not undertake any obligation or responsibility to update, supplement or amend any such Content; (3) subject to your compliance with the Agreement, you may access the Content solely for your own personal and internal business purposes in connection with your own use of the Platform and Services; (4) Content is not personalized or in any way tailored to reflect your personal financial circumstances or investment objectives; (5) Content is provided exclusively for personal and noncommercial access and use; (6) no part of the Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "**mirroring**") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise without tZERO Tech's express prior written consent; (7) you will not consider the availability of Content as a recommendation to you of any particular security or investment strategy; (8) neither the tZERO Parties nor the third-party providers have undertaken any duty to update any Content; (9) any price quotes in Content may be delayed, subject to applicable; (9) neither the tZERO Parties nor the third-party providers make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes; (10) Content is not intended to provide tax, legal or investment advice and you will not hold the tZERO

Parties or any third-party providers liable in any way for (i) any inaccuracy of, error or delay in or omission of the Content or (ii) any loss or damage arising from or occasioned by any error or delay in the transmission of such Content, interruption in any such Content due either to any negligent act or omission by any party to any Force Majeure Event, any other cause beyond the reasonable control of the tZERO Parties or applicable third-party provider or non-performance; (11) the tZERO Parties shall not be liable for any consequential, incidental, special or indirect damage (including but not limited to lost profits, trading losses and damages) that may result from use of information contained in Content, including research reports, or for omissions or inaccuracies of the information contained in them; (12) the tZERO Entities and/or the third-party providers may provide links to other websites or resources and because none of the tZERO Entities nor the third-party providers have any control over such sites and resources, you acknowledge and agree that none of the tZERO Entities nor the third-party providers are responsible for the availability of such external sites or resources; and (13) the tZERO Entities and the third-party providers do not endorse and are not liable for any content, advertising, products or other materials on or available through such sites or resources.

You further acknowledge and agree that none of the tZERO Entities nor the third-party providers shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

You will not, and will not permit any third party to: (a) alter, modify, reproduce, or create derivative works of any Content; (b) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any Content; or (c) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Content. If no specific restrictions are displayed, you may make copies of select portions of the Content, provided that you use all copies only for your own personal and internal business purposes in accordance with the terms and conditions of the Agreement.

None or the tZERO Entities or their suppliers or service providers have verified the accuracy of or will be responsible for any errors or omissions in any Content. Without limiting the foregoing, tZERO Tech will not be held liable to you or any other third party for any Content and Your Content, under applicable Law, including the Communications Decency Act, 47 U.S.C. § 230. Except as set forth in the Agreement, you are granted no licenses or rights in or to any Content or any intellectual property and proprietary rights, rights of publicity, rights of privacy, and other legal rights protecting data, information, or intangible property throughout the world, including any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights ("**Intellectual Property Rights**") therein or related thereto.

Your Content

You are solely responsible for all Content you provide, upload, submit, or post to, or generate through access to or use of, the Platform or Services, including by connecting or communicating with other Users ("**Your Content**"). You are solely responsible for all of Your Content, including the resolution of any disputes that may arise between you and any User or other Entity because of Your Content. By providing, uploading, submitting, posting, or generating Your Content, you grant us and our

respective vendors, suppliers, service providers, and business partners a non-exclusive, transferable, fully sublicensable, perpetual, irrevocable, royalty-free, fully paid up, worldwide license to use, copy, store, reproduce, modify, display, adapt, publish, translate, publicly perform, digitally perform, publicly display, and distribute Your Content and to prepare derivative works based on Your Content, or incorporate Your Content into other works, with or without attribution to you. You understand that all of Your 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 Content. You agree to allow us, if we elect in our sole discretion, to provide Your Content to other Users. Without limiting the foregoing, you agree and acknowledge that tZERO Tech will grant the operators of public search engines a limited, non-exclusive, non-transferrable license to copy Content, which may include Your Content, from the publicly accessible portions of the Site for the purpose of creating publicly available, searchable indices of the Site Content.

You are solely responsible for Your Content. By providing, uploading, submitting, posting, or generating Your Content, you represent, warrant, and covenant that: (a) Your Content is accurate, complete, and current; (b) Your Content does not violate the Agreement or any applicable Law of any federal, national, supranational, state, provincial, local, or other government, governmental, regulatory, or administrative authority, agency, or commission or any court, tribunal, or judicial or arbitral body, including the U.S. Securities Exchange Commission (the "**Commission**"), Financial Industry Regulatory Authority ("**FINRA**") and any other self-regulatory organizations (each, a "**Governmental Authority**"); (c) you have fully complied with all applicable Laws relating to Your Content; (d) Your Content will not contain any untrue statement of fact or omit to state a fact required to be stated or necessary to make such a statement not misleading in light of the circumstances under which it is made; (e) Your Content is not unlawful, harmful, threatening, abusive, harassing, libelous, defamatory, discriminatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, religiously, sexually, or similarly offensive, or otherwise objectionable; (f) Your Content does not encourage fraudulent or tortious activity or conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable Law or individual privacy rights; (g) Your Content does not constitute an infringement or misappropriation of the Intellectual Property Rights or other rights of any Entity; (h) Your Content is not an advertisement or solicitation of funds, goods, or services; (i) Your Content is not false, misleading, incomplete or inaccurate; (j) Your Content could not be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement; and (k) you have all right, title, interest and consent in Your Content necessary to allow us to use Your Content as permitted under the Agreement. You agree that you will promptly update Your Content in the event that Your Content is no longer in compliance with the Agreement or if you discover that any of Your Content previously provided was not in compliance with the Agreement when provided, uploaded, submitted, posted, or generated. You acknowledge that the tZERO Entities are entitled to and will rely upon Your Content.

The tZERO Entities are not responsible or liable for any deletion, correction, destruction, damage, loss or failure to store or back-up any of Your Content

Your Conduct

You agree not to harass, advocate harassment, or to engage in any conduct that is abusive or harmful to any Entity. We reserve the right, but are not obligated, to investigate and/or prohibit any

conduct, or remove or refuse to post any Content (including Your Content), that we deem in our sole discretion to be unlawful, harmful, in breach of the Agreement, or otherwise offensive to you, the Platform, Users, our customers, our rights, or any Entity. We assume no liability for any action or inaction with respect to your conduct, communication, or Content. Additionally, we may disclose any Content or electronic communication of any kind: (i) to satisfy any Law or government request; (ii) if such disclosure is necessary or appropriate to operate the Platform; (iii) to protect our rights or property, our Users and customers, you, or any other Entity; or (iv) if, in our sole discretion, such Content or electronic communication should be referred to law enforcement or other government authorities.

Market Data provided by the tZERO Entities

tZERO Tech any certain other tZERO Entities, as set forth in the applicable tZERO Agreement, may publish market data as Content made available through the Platform. None of the market data Content contained on the Platform constitutes a recommendation, solicitation or offer by any tZERO Entity to buy or sell any securities, futures, options or other financial instruments or provide any investment advice or service. The market data Content contained on the Platform has been provided without reference to any particular user's investment requirements or financial situation. Certain transactions give rise to substantial risk and are not suitable for all investors. Prior to the execution of any transaction by relating to market data Content or other information you viewed on the Platform, you should consult your business advisor, attorney and tax and accounting advisors with respect to the price, suitability, value, risk or other aspects of any stock, mutual fund, security or other investment. Pricing and other information generated through the use of data or services made available herein may not reflect actual prices or values that would be available in the market at the time provided or at the time that the user may want to purchase or sell a particular security or other instrument. The information and services provided on the Platform are not provided to and may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental or regulatory or self-regulatory organization or clearing organization of where a tZERO Entity is not authorized to provide such information or services.

Your Feedback

You may provide a tZERO Entity with your observations, comments, criticisms, suggested improvements and other feedback about the Platform, Content, or the Services ("**Feedback**"), you hereby assign to tZERO Tech all rights in the Feedback and agree that tZERO Tech shall have the right to use such Feedback and related information in any manner tZERO Tech deems appropriate without a duty of accounting, attribution or other obligation to you. The tZERO Entities will treat any Feedback you provide as non-confidential. You agree that you will not submit to any tZERO Entity any information or ideas that you consider to be confidential or proprietary.

Access to Third-Party Sites and Services

The Platform may contain links to third-party sites that are not under the control of any tZERO Entity. Unless otherwise noted, any other site accessed from the Platform is independent from us, and we have no control over and are not responsible for its content. Links to third party websites are provided for your convenience only and you access them solely at your own risk. A link from our Platform to any other website does not imply that we endorse or accept any responsibility for the

content or use of such other website. In no event shall any reference to any third party or third-party product or service be construed as our approval or endorsement of that third party or of any product or service provided by a third party. Any services provided on any third-party websites are provided by such third-parties and not by any tZERO Entity. You acknowledge and agree that the tZERO Parties shall not be liable or responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by or related to the use of or reliance on any content, goods, or services available through any third-party website or resource. Your access and use of the third-party sites are governed by the terms of use and privacy policies of these third-party sites. We strongly encourage you to carefully review the terms of use and privacy policies of any third-party services you access through our Platform.

Application Programming Interface Agreement

tZERO Tech may, its sole discretion, provide third parties with an application programming interface and other materials in accordance with any accompanying documentation (collectively, the "**API Package**") (such third parties, "**API Licensees**"), to make available certain features and functionality of the Platform via the API Licensees' products (such products, the "**Licensee Products**"). The API Package and the Licensee Products are collectively referred to as the "**API Products**."

You agree that API Licensees may access your Account and Personal Information in the course of your use of any API Products. By using any API Products, you acknowledge that such API Products may employ security, policies, procedures and systems of API Licensees that may or may not be less stringent and secure than the policies, procedures and systems of the tZERO Entities. You agree that your use of any API Products shall be subject to the terms and conditions of this Agreement, in addition to any other agreements that you have executed or may execute in the future with respect to any such API Products. You understand and agree that any end user agreement that you execute with any API Licensee is concluded solely between you and such API Licensee, and not with any tZERO Entity. Further, you acknowledge and agree that such API Licensee, not any tZERO Entity, is solely responsible for such Licensee Product and any content thereof. You understand and agree that the API Products may deliver Personal Information to a tZERO Entity and such tZERO Entity is authorized to receive and store such Personal Information consistent with such tZERO Entities' then-in-effect policies and procedures. You further acknowledge that the API Products may request Personal Information stored by a tZERO Entity, and you consent to tZERO's disclosure of such Personal Information to the API Products. **"Personal Information"** means your personally identifiable information (including username, logon password, financial information, trade data and other financial information) and includes data exchanged between any tZERO Entity and the API Products.

To the extent the Licensee Products or API Licensees express opinions or make recommendations, you understand that such opinions and recommendations are expressed solely by API Licensees and are not the opinions or recommendations of any tZERO Entity. The existence of the API Products and a tZERO Entity's consent to any connectivity between any Licensee Products and tZERO's Platform does not constitute (1) a recommendation by a tZERO Entity to invest in any security or utilize any investment strategy or (2) a representation, warranty or other guarantee by a tZERO Entity

as to the present or future value or suitability of any sale, trade or other transaction involving any particular security or any other investments. The existence of any and all information, tools and services provided by API Licensees or by the Licensee Products shall not constitute any tZERO Entity's endorsement of API Licensees or the Licensee Products.

From time to time, and subject to then-in-effect agreements between a tZERO Entity and API Licensees, a tZERO Entity may in its discretion make market data feeds received from third party providers available via the API Products. No tZERO Entity makes any guarantees in regard to such market data feeds. Furthermore, API Licensees or Licensee Products may make available to you market data feeds independent of any tZERO Entity. You acknowledge that from time to time there may be discrepancy between the market data presented on the Platform and information provided by any API Products. No tZERO Entity is responsible for the accuracy of any market data displayed on any API Products or otherwise made available by API Licensees.

You acknowledge that there may be latency between the time an order (or other Personal Information) is submitted from the API Products and the time such order or Personal Information is received by a tZERO Entity. Latency may also affect order modification and order cancellation requests. The time an order or a request is actually received by a tZERO Entity (including for execution) will be the official time, including for the purposes of routing the order to the market for execution. In addition, all orders submitted to a tZERO Entity are subject to order vetting by the applicable tZERO Entity. Orders created and submitted through any API Products are not vetted until they are received by the applicable tZERO Entity. It is possible that tZERO Entity may reject an order placed through any API Products. The tZERO Entitied cannot guarantee that any order will be accepted when such order is routed to the market for execution, and the tZERO Entities cannot guarantee that notifications and Personal Information provided to you by the tZERO Entities will be successfully delivered to or displayed by any API Products.

Without limiting the generality of any other terms in this Agreement, you acknowledge and agree that:

- the tZERO Parties shall not be liable for any losses resulting from the API Products, API Licensee technology or product offerings or other incident or defect involving use of the API Products or API Licensee technology (including system outages, downtime or network latency);
- the tZERO Parties shall not be responsible for any Content provided by any API Licensee or any Licensee Product;
- the tZERO Parties make no representations, warranties or other guarantees as to the accuracy, timeliness or efficacy of any market data, information or other functionality made available by any API Licensee or any API Product;
- Your use of any API Products will not confer to you any title, ownership interest or other intellectual property rights that otherwise belong to the tZERO Parties or API Licensees. The API Package, including content, shall remain tZERO's exclusive property. All names, logos and any related product and service names, design marks and slogans displayed by or relating to tZERO or API Licensees in the context of the API Products shall remain the property of the respective owner,

and use of such property by tZERO or any API Licensee in marketing or provision of any API Products does not grant ownership of or entitle you to use any such name or mark in any manner.

You represent and warrant that:

- By virtue of utilizing any API Products, you consent to and accept any risk associated with any tZERO Enitiy's sharing of Personal Information with any API Licensee and shall not hold the tZERO Parties responsible for any Losses resulting from the sharing of such Personal Information.
- You agree that your use of any API Products or API Licensee's content, information, technology or functionality is solely at your own risk.
- You agree that any tZERO Entity may revoke any API Licensee or API Products' authorization at any time, for any reason, with or without cause and without notice to you.

No Tax, Legal, Financial, or Investment Advice

The Platform may provide Content relating to the securities of certain Entities seeking investment on the Platform, including tZERO Group and its Affiliates ("**Securities Information**"). You should not interpret any such Securities Information, or any other Content provided on the Platform, as tax, legal, financial, or investment advice, the provision of brokerage or investment banking services, or a recommendation to invest in any security. Although the Platform may, upon request, provide certain Securities Information regarding the purchase or sale of securities through third-party entities, such Securities Information should not be interpreted as, and is not, a solicitation or offer by the Platform, tZERO Group or any of our Affiliates to purchase or sell any such security, or an endorsement or recommendation to engage in any securities transaction. We have no special relationship with or fiduciary duty to you and your use of the Platform and any Services or Content does not create such a relationship. You agree and acknowledge that you are solely responsible for conducting legal, accounting and other due diligence review on the information posted on the Platform.

Brokerage Services

All brokerage services accessible on the Platform are provided by tZERO Securities, LLC, which is SEC-registered broker dealer and member of FINRA and SIPC. For more information about tZERO Securities, LLC, please visit FINRA's BrokerCheck: https://brokercheck.finra.org/.

All digital asset security custody services on the Platform are provided by tZERO Digital Asset Securities, LLC, which is SEC-registered broker dealer and member of FINRA and SIPC. **Digital asset securities may not be "securities" as defined under the Securities Investor Protection Act (SIPA)—and in particular, digital asset securities that are "investment contracts" under the Howey test but are not registered with the SEC are excluded from SIPA's definition of "securities"—and thus the protections afforded to securities customers under SIPA may not apply.** For more information about tZERO Securities, LLC, please visit FINRA's BrokerCheck: https://brokercheck.finra.org/.

Acknowledgement of Investment Risk

The tZERO Entities do no endorse or represent the reliability or accuracy of any Content distributed through or accessed from the Platform, and has not performed any investigation into such Content.

The tZERO Parties shall, therefore, not be liable for any investment decisions made based upon any Content available on the Platform. Any reliance upon such Content is at your sole risk.

You further acknowledge and agree that any investment includes a high degree of financial risk, that you are solely responsible for determining the suitability of your investments, your eligibility to invest, and your investment strategy, and that you accept the risks associated with such decisions, including the risk of losing the entire amount of your principal. You should consult with your own broker-dealer or other advisor prior to engaging in any securities transaction, whether through an offering of securities on the Platform or otherwise.

Text Messaging

By providing your phone number to any tZERO Entity, through the Platform or by other means, you provide express consent to receive informational messages from such tZERO Entity related to your account with such tZERO Entity by means of SMS or prerecorded voice from a tZERO Party. Such SMS messages may be sent using an automated telephone dialing system. You may periodically receive such messages from a tZERO Entity and standard text messaging rates may apply to those messages.

You have the right to opt out of such messages at any time by texting STOP or a similar message in response to an informational message from a tZERO Entity. You may also make such a request by emailing investor_support@tzero.com and support@tzero.com. Each tZERO Entity shall honor all such requests and may send a final text to confirm your un-enrollment. No further informational texts will be sent unless and until you re-enroll. Email investor_support@tzero.com and support@tzero.com for help.

A tZERO Entity may also send one-time automated SMS messages for the purpose of verifying your account or resetting your password, upon your request. Because such messages specifically respond to a prompt from you, you will receive such messages in response to your request even if you have previously opted out of a tZERO Entity's informational messaging program.

Each tZERO Entity will obtain separate express written consent from you through the Platform to send marketing messages. If you consent to receive marketing messages, you will occasionally receive messages marketing relating to the tZERO Entities' products and services, in addition to informational messages. You may text STOP to opt out at any time.

You agree to ensure that your phone number is up to date with the tZERO Entities, and that you are the owner of the phone number you have provided to each tZERO Entities. You agree to keep your messaging preferences and contact information up to date in your account(s) with the tZERO Entities.

Ownership

tZERO Tech and its suppliers and service providers retain all rights, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Platform, Services, Content, and other Technology and any and all additions, improvements, updates and modifications thereto. You receive no ownership interest in or to the Platform, Services, Content, or other Technology and you are not granted any right or license to use the Technology itself, apart from your ability to access the Platform, Services and Content as permitted under the Agreement.

tZERO; TØ; T0 TECHNOLOGIES; TØ TECHNOLOGIES; TØ.COM; THE TRADE IS THE SETTLEMENT; DLR; TRADE IS SETTLEMENT; TRADE = SETTLEMENT; TRUE SETTLEMENT; and other marks, graphics, logos, page headers, button icons, scripts, product and service names associated with the Platform, which may or may not be designated on the Platform by a ™, ®, SM or other similar designation, are registered, pending or unregistered trademarks or service marks of tZERO and its licensors in the U.S. and other countries. All other trademarks not owned by us that appear on the Platform are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. You are not granted any license or right to use any tZERO Tech or third-party trademarks posted on the Platform or appearing in any Content, without the express prior written permission of tZERO Tech or such third-party. Notwithstanding permission from tZERO Tech, in no event shall you use our trademarks in any manner that is likely to cause confusion among customers or that disparages or discredits us. Your use of trademarks or any other Content on the Platform except as provided in the Agreement is strictly prohibited.

Representations and Warranties

You represent and warrant to the tZERO Entities that: (a) you have the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on you; and (c) you have the legal right and authority to perform your obligations under this Agreement and to grant the rights and licenses described in this Agreement.

You acknowledge that the Platform, Services and Content are not specifically designed to facilitate compliance with any specific Law. Your use of the Platform, Services and Content in compliance with any specific applicable Law is your sole responsibility. The tZERO Entities are not responsible for enabling your compliance with any such Law or for your failure to comply. Regardless of the jurisdiction in which you use or access the Platform, Services or Content, you represent, warrant and covenant that your use of and access to the Platform, Services and Content, including, without limitation, Your Content, will comply with all applicable Laws and will not cause any tZERO Entity to violate any applicable Laws. The foregoing obligation includes compliance with all Law that are applicable to the transmission of data on the internet, including, but not limited to, Laws governing the transmission of data or funds across international boundaries, into prohibited countries, and containing financial, technical, and/or personally identifiable information.

Disclaimers

YOU AGREE TO USE THE PLATFORM, THE SERVICES, AND THE CONTENT AT YOUR OWN RISK. THE PLATFORM, SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. TZERO TECH AND ITS NON-BROKER DEALER AFFILIATES, INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES AND ADVISORS (COLLECTIVELY, THE "TZERO TECH PARTIES") AND THIER SUPPLIERS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE PLATFORM, SERVICES OR CONTENT WILL BE AVAILABLE FOR YOUR USE OR THAT YOUR USE OF THE PLATFORM, SERVICES OR CONTENT WILL BE UNINTERRUPTED OR FREE FROM ERRORS OR OMISSIONS. TZERO TECH AND ITS SUPPLIERS AND SERVICE PROVIDERS DO NOT WARRANT THE RELIABILITY, ACCURACY, INTEGRITY, COMPLETENESS, ADEQUACY OR CURRENCY OF

THE PLATFORM, SERVICES OR CONTENT AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED OR PROVIDED BY USERS OF THE PLATFORM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TZERO TECH PARITES AND THEIR SUPPLIERS AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH REGARD TO THE AGREEMENT AND THE PLATFORM, SERVICES, AND CONTENT, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY THE PLATFORM, SERVICES, CONTENT, US OR OUR EMPLOYEES, SUPPLIERS, SERVICE PROVIDERS OR AGENTS SHALL CREATE A WARRANTY.

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WITHOUT LIMITING THE FOREGOING, TZERO TECH AND ITS SUPPLIERS AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY REGARDING THE AMOUNT OF REVENUE THAT MAY BE GENERATED AND ANY ECONOMIC OR OTHER BENEFIT THAT YOU MIGHT OBTAIN THROUGH YOUR USE OF THE PLATFORM, SERVICES OR CONTENT. SPECIFICALLY, THE TZERO TECH PARTIES AND THEIR SUPPLIERS AND SERVICE PROVIDERS DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE PLATFORM, SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS.

Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR ACCESS TO, VIEWING OF, BROWSING, VISITING OR USE OF THE PLATFORM, SERVICES AND CONTENT IS AT YOUR SOLE RISK.

You acknowledge and agree that, to the fullest extent permitted by any applicable Law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to use of, or inability to use, the Platform, Services or Content under any cause or action whatsoever in any jurisdiction, including actions for breach of warranty, breach of contract or tort (including negligence). In no event shall the tZERO Tech Parties' total aggregate liability to you for all damages arising out of or in connection with the Agreement, Platform, Services, or Content exceed $10,000 dollars. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

You further specifically acknowledge that the tZERO Tech Parties are not liable, and you shall not to seek to hold the tZERO Tech Parties liable, for the conduct of third parties, including operators of third-party services, and that the risk of the conduct of third parties and third-party services and of injury from the foregoing rests entirely with you.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL THE TZERO TECH PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, PROFITS, OR REVENUES), COVER, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, PLATFORM, SERVICES, OR CONTENT,

INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM RELIANCE UPON ANY INFORMATION OBTAINED FROM THE PLATFORM OR THROUGH THE SERVICES OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS OR SERVICES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER IN AN ACTION AT LAW, INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR AN ACTION IN EQUITY, AND WILL APPLY EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY ACKNOWLEDGE THAT THIS SECTION AND THE DISCLAIMERS ABOVE SHALL APPLY TO ALL USE OF THE PLATFORM, SERVICES AND CONTENT. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification

You (including each joint account holder, if applicable) agree to indemnify, defend, and hold harmless the tZERO Tech Parties, and each of their respective officers, directors, shareholders, employees, agents, representatives, vendors, suppliers, service providers, distributors, assigns, Users, customers, licensees, and successors in interest ("**Indemnified Parties**") from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that directly or indirectly result from: (1) your access to or use of the Platform, Services or Content; (2) your negligence, fraud, bad faith or willful misconduct; (3) your breach of any representation, warranty, or other provision of the Agreement; (4) an actual or alleged unauthorized use or access of your Account or any other breach of security, including any loss, theft, or unauthorized disclosure of your Login Information (collectively, "**Fraudulent Events**");. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it, but failure to provide such notice shall not impact your obligations under this Section unless you are prejudiced by that failure.

Notwithstanding the foregoing, the tZERO Tech Parties reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify the Indemnified Parties, and you agree to cooperate with the tZERO Tech Parties' defense of these claims.

Subpoenas

In the event we are required to respond to a subpoena or other formal request from a third party or a government agency for our records or other information relating to services we have performed for you, or testify by deposition or otherwise concerning such services, you will reimburse us for our time and expense incurred in responding to any such demand, including, but not limited to, reasonable lawyers and other professional fees, time and expense incurred in search and photocopying costs,

reviewing documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

Privacy

Any personally identifiable information you submit to the Platform will be processed in accordance with the Privacy Policy for the Platform, available here. You expressly consent to the use and disclosure of Your Content, including your personally identifiable information, as described in the Privacy Policy.

You agree that you will access and use the Platform and the Services solely in compliance with the Privacy Policy.

Notwithstanding anything in the Privacy Policy, the tZERO Entities will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information resulting from your access to and use of the Platform, and all Services and Content. To the extent any such non-personally identifiable data or information is collected or generated by a tZERO Entity, the data and information will be solely owned by a tZERO Entity and may be used by a tZERO Entity for any lawful business purpose without a duty of accounting to you, provided that the data and information is used only in an aggregated form, without directly identifying you or any other Entity or natural person as the source thereof.

Electronic Signatures in Global and National Commerce Act/Uniform Electronic Transactions Act

The Federal Electronic Signatures in Global and National Commerce Act ("**ESIGN**") and other applicable Laws, including the Uniform Electronic Transactions Act ("**UETA**") and the New York State Electronic Signatures and Records Act ("**NYESRA**"), authorize the creation of legally binding and enforceable agreements utilizing electronic records and signatures. To the extent ESIGN, NYESRA, UETA, or other applicable Laws require that we obtain your consent to use electronic records or signatures or to receive information electronically, you hereby consent to transact business with us electronically and maintain electronic records in compliance with the requirements of ESIGN, NYESRA, UETA, and any other applicable Laws.

Your use of electronic signatures to sign documents legally binds you in the same manner as if you had manually signed such documents. The use of electronic versions of documents fully satisfies any requirement that such documents be provided to you in writing. If you sign electronically, you represent and warrant that you have the ability to access and retain a record of such documents. You agree that you are responsible for understanding these documents and agree to conduct business by electronic means.

Although you consent to electronic delivery, you may be permitted to elect for the delivery of certain communications by other means. If you make such an election, such delivery shall not affect your consent. You may also be permitted to revoke your consent to the electronic delivery of certain communications and instead receive a paper version of such communications. Each tZERO Entity shall have a reasonable period to effect any such change and such tZERO Entity may charge you a reasonable fee for sending you any such paper communications. If you elect to use electronic delivery, you agree and represent that you have a suitable computer with Internet access, an email address and the availability to download, save and/or print communications to retain a record of such

communications. You agree that you are solely responsible for maintaining such equipment and services required for online access.

Notices

You agree that we may send you any notice, communication, or other information in connection with the Platform or Services in electronic form to any e-mail address we have on file for you or, if the notice, communication, or other information applies to multiple Users, by posting such notice to the Platform or providing it through the Services. tZERO may also deliver notices, communications, or other information verbally, whether in person, over the telephone, or by other electronic audio communication. Notices, communications, or other information provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. Notices, communications, or other information given through the Platform or Services will be deemed given and received on the day you access the Platform or Services containing such notice. As long as you access and use the Platform, you agree that you will have, or have access to, the necessary software and hardware to receive such notices, communications, or other information. If you do not consent to receive any such notices, communications, or other information electronically, you agree to stop using or accessing the Platform and all Services and Content. You agree to promptly notify us of any changes in your address or contact details. If a tZERO Entity sends you any notice, communication, or other information but you do not receive it because the email address in our files file is incorrect, out-of-date, blocked by your service provider, or you are otherwise unable to receive the notice, communication, or other information, such tZERO Entity will be deemed to have provided the notice, communication, or other information to you.

Communications

If you communicate with a tZERO Entity, we may disclose your communication: (1) to satisfy any Law or government request; (2) if such disclosure is necessary or appropriate to operate the Site; (3) to protect our rights or property, our Users, you, or any other Entity; or (4) if, in our sole discretion, your communication should be referred to law enforcement or other government authorities.

Claims of Infringement

If you believe in good faith that your copyrighted work has been posted or made available on the Platform or through the Services without your authorization in a way that constitutes copyright infringement, please contact us at the address below so that we may investigate the situation and take any appropriate action. In order for us to investigate your claim of infringement, you must provide us with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- A description of the copyrighted work that you believe has been infringed;
- A description of where the material that you claim is infringing is located or identified on the Platform;
- Your name, address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not

authorized by the copyright owner, its agent, or applicable Law; and

- A statement by you, made under penalty of perjury, that the information submitted to us is accurate and that you are the owner of the copyright or authorized to act on behalf of the owner of the copyright.

The above information should be provided to our designated agent for notice of claims of copyright infringement at the following address:

By mail:

Copyright Agent c/o tZERO Technologies, LLC

299 Main Street, Suite 2270 Salt Lake City, UT 84111

Please note that the above procedure is exclusively for notifying tZERO Tech and its Affiliates if you believe in good faith that your copyrighted material has been infringed. The preceding requirements are intended to comply with our rights and obligations under the Digital Millennium Copyright Act of 1998.

Allegations that other Intellectual Property Rights may be infringed on the Platform or through the Services should be sent to legal@tzero.com. Any tZERO Entity may, in its sole discretion, terminate the accounts of those who are accused of infringing copyrights or other Intellectual Property Rights.

Suspension and Termination

We may terminate the Agreement and your right to access or use the Platform or the Services and any Content at any time, for any reason or no reason in our sole discretion. We will use reasonable efforts to provide you with notice of any such termination. You may, in your sole discretion, discontinue using the Platform or any Services or Content at any time.

We also reserve the right to suspend or limit your access to the Platform or the Services for any reason or no reason in our sole discretion. During any such suspension, you may not access or use the Platform or any Services or Content.

If we terminate this Agreement, or during any suspension of your access to the Platform or the Services, you may not attempt to access or use the Platform or any Services or Content, whether by agreeing to these Terms (or any tZERO Agreement) again or by otherwise accessing or using the Platform or any Services or Content, 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 these Terms (or any tZERO Agreement) following termination, or during any suspension, is hereby rejected by the tZERO Entities.

Upon termination of the Agreement for any reason: (a) all rights granted to you under the Agreement will terminate; (b) You will cease all use of and access to your Account, the Platform, and all Services and Content; (c) you will cease use of and delete any Content you have downloaded prior to termination; (d) all fees or other amounts incurred through your Account or which you have otherwise incurred under this Agreement will become payable; and (e) we may, in our sole discretion, delete your Account and any of Your Content. Following any termination of the Agreement, you will continue to be bound by the terms of the Agreement which, by their nature, survive termination, including

without limitation ownership provisions, warranty disclaimers, indemnity, limitations of liability, and dispute resolution.

Governing Law

The interpretation of the rights and obligations of the parties under the Agreement, and any dispute of any nature that might arise between you and the tZERO Entities, will be governed by the Laws of the State of New York, USA, as such laws apply to contracts between New York residents performed entirely within New York, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement, and the parties hereby disclaim the application thereof.

Disputes

For the avoidance of doubt, the following provisions regarding Disputes, shall not apply to tZERO Securities, LLC, tZERO Digital Asset Securities, LLC and/or any other broker- dealer affiliate of tZERO tech, such Disputes shall be solely in accordance with the rules and procedures of FINRA's dispute resolution forum and as set forth in the provisions of the applicable tZERO Agreement between you and those entities.

Precondition to Claims

You shall not institute legal proceedings against the tZERO Tech Parities without first completing the dispute resolution process set forth below. You agree that failure to complete this dispute resolution process is grounds for dismissal without prejudice of any legal proceedings. You shall direct any complaint to the tZERO Tech Parties and not to its consignors.

Dispute Resolution Process

The following dispute resolution process shall apply to any Dispute (as defined below) related to or arising out of your relationship with the tZERO Tech Parties. You agree that you shall first notify tZERO Tech of the Dispute in writing at least twenty (20) days in advance of initiating arbitration or the small claims court action (if applicable) described herein and attempt to informally negotiate a resolution to the Dispute in good faith. Notice to us should be sent via email to: legal@tzero.com. The notice of Dispute must: (a) include your name, address, phone number, and e-mail address(es) used to register with or use the services; (b) describe the nature and basis of the Dispute; (d) enclose and/or identify all relevant documents and/or information; and (e) set forth the specific relief sought. If tZERO Tech Parties and you do not reach an agreement to resolve the Dispute within twenty (20) days after the notice is received, you may commence a formal arbitration proceeding or small claims court action (if applicable).

Submission to Arbitration

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU UNDERSTAND AND AGREE THAT BY THIS PROVISION, YOU AND YOUR REPRESENTATIVES ARE FORGOING THE RIGHT TO SUE IN COURT (EXCEPT AS SET FORTH BELOW) AND HAVE A JURY TRIAL. YOU AGREE THAT ANY AND ALL DISPUTES THAT HAVE ARISEN OR MAY ARISE BETWEEN THE TZERO TECH PARTIES AND YOU (INCLUDING YOUR REPRESENTATIVES) SHALL BE

RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY.

You, your representatives, and the tZERO Tech Parties agree that any and all disputes, controversies, or claims between them arising under, out of, or relating to the Platform, Services, or Content or the Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination of the Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to the Agreement or any of the foregoing ("**Disputes**") shall be submitted to and resolved exclusively by binding arbitration in accordance with the procedures set forth in this Section. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to (1) Disputes that arose before your agreement to the Agreement or any prior agreement; (2) Disputes that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (3) Disputes that may arise after the termination of your use of the Platform or Services.

Mandatory and Binding Arbitration Procedures

Except as noted below, if any Dispute cannot be resolved through negotiations between the parties within twenty (20) days of notice from one party to the other of the Dispute, such Dispute will be finally settled through binding arbitration before the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules then in effect unless it is determined by the AAA that the fee schedule and/or other provisions of the AAA's Consumer Rules apply to the Dispute. The AAA's Commercial Arbitration Rules or. if applicable to a particular Dispute, the AAA's Consumer Rules are defined herein as the "**Rules.**" Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the "**Initial Period**") after either party to the Agreement delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by tZERO Tech in New York, NY, USA (Borough of Manhattan). The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrator will require payment of the costs, fees (including reasonable attorneys' fees) and expenses incurred by the prevailing party in any such arbitration by the non- prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees (including reasonable attorneys' fees) and or expenses incurred in enforcing the award shall be charged against the party that resists its enforcement. To the fullest extent permitted by applicable Law, no arbitration shall be joined with an arbitration involving any other party subject to the Agreement, whether through class arbitration proceedings or otherwise.

Notwithstanding the foregoing, you agree that the following matters shall not, at the election of tZERO Tech, be subject to binding arbitration: (a) any dispute concerning the tZERO Tech Parties or their suppliers or service providers' Intellectual Property Rights; (b) any dispute related to or arising from allegations of criminal activity; or (c) any claim for injunctive relief.

Class Action Waiver

ANY PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. NEITHER PARTY SHALL BE A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING, AND THE ARBITRATOR MAY AWARD 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 DISPUTE OR CLAIM. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE TZERO TECH PARTIES DO NOT CONSENT TO CLASS ARBITRATION. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.

Small Claims

We both may choose to pursue any Dispute in small claims court (rather than arbitration) where jurisdiction and venue over the tZERO Tech and you are proper, and where the claim does not include a request for any type of equitable relief, and so long as the matter advances on an individual (non-class) basis.

Injunctive Relief

Notwithstanding anything to the contrary in the foregoing, either party may bring suit in court temporary or preliminary injunctive relief, which shall then be subject to review by the arbitrator should such party further seek permanent injunctive relief in arbitration.

Time Limit to Pursue Dispute

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Agreement or your relationship with the tZERO Tech Parties must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Effect of Changes on Arbitration

Notwithstanding the provisions of the "Changes" Section above, if any tZERO Tech Party changes any of the terms of this "Disputes" Section after the date you most recently accepted the terms of the Agreement, you may reject any such change by sending us written notice (including by email to legal@tzero.com) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and any tZERO Tech Party in accordance with the terms of this "Disputes" Section as of the date you most recently accepted the terms of the Agreement.

Severability

If a court decides that any provision of this "Disputes" Section is invalid or unenforceable, that provision shall be severed and the other parts of this "Disputes" Section shall still apply. In any case, the remainder of the Agreement will continue to apply.

Force Majeure

The tZERO Parties will not be liable for delays, failure in performance or interruption of the Services

or Platform which result directly or indirectly from any cause or condition beyond any tZERO Entity's reasonable control, including any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, pandemic, epidemic, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control (collectively, "**Force Majeure Events**") and the occurrence of a Force Majeure Event or any such delays, failures or interruptions shall not affect the validity and enforceability of any remaining provisions of the Agreement.

Additional Terms

The failure of any tZERO Entity to enforce any right or provision in this Agreement will not constitute a waiver of future enforcement of that 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 a tZERO Entity. Except as expressly set forth in the Agreement, the exercise by either party of any of its rights or remedies under the Agreement will be without prejudice to its other rights or remedies under the Agreement or otherwise. If for any reason a court or arbitral tribunal, as applicable, of competent jurisdiction finds any provision of the Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of the Agreement will remain in full force and effect and enforceable. Neither the Agreement nor any of your rights or obligations under the Agreement may be assigned or transferred by you (in whole or in part and including by sale, merger, consolidation, or other operation of law) without the prior written approval of a tZERO Entity. Any assignment in violation of the foregoing will be null and void. The tZERO Entities may use third party providers to provide any portion of the Platform. Each tZERO Entity shall have the right to assign its rights or delegate any of its responsibilities under this Agreement for any reason. Each tZERO Entity will use commercially reasonable efforts to provide you with notice of any such assignment or transfer. Except as expressly provided in the Agreement, there shall be no third-party beneficiaries to the Agreement. The Indemnified Parties and tZERO Group's Affiliates, officers, directors and members shall be deemed third party beneficiaries to this Agreement. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. To the extent any ambiguity or inconsistency exists between an English version of any written document and a version in any other language, the English (as interpreted in the United States) version of such document shall prevail. The words "include," "includes" and "including" means "include," "includes" or "including," in each case, "without limitation."