

IMPORTANT INFORMATION:

These cryptocurrency terms and conditions (“Cryptocurrency Terms”) are effective as of the date written above. Prior to using the Cryptocurrency Services it is your responsibility to ensure you have read and understand the current version of TAP’s Cryptocurrency Terms, Generally Applicable Terms and any other associated Terms and Conditions. Please ensure you have the latest versions.

We reserve the right to amend these Cryptocurrency Terms in line with the provisions of the TAP Generally Applicable Terms.

1. Introduction

- 1.1 These Cryptocurrency Terms are to be read in conjunction with and are ancillary to the Generally Applicable Terms as can be found at <https://tgldocs.com/taptc/en/usgen.pdf> , including the terms and conditions, privacy policies, or other agreements incorporated therein (the “Generally Applicable Terms”). Before you can obtain exposure to or use in any manner the Cryptocurrency Services you are required to read these Cryptocurrency Terms and the various associated risk warnings contained herein as well as the associated Generally Applicable Terms. If you do not accept these Cryptocurrency Terms and the associated Generally Applicable Terms, you are not permitted to use the Cryptocurrency Services or in any way proceed with any TAP Interaction and must cease doing so immediately.
- 1.2 These Cryptocurrency Terms and the Generally Applicable Terms constitute a legally binding agreement between you and TAP and set out the basis on which TAP will provide you with the option of purchasing and selling certain supported Cryptocurrencies. They constitute a framework agreement which sets out the terms and conditions of you using, accessing, viewing, or in any way interacting with TAP including applying for a TAP Account or using TAP’s cryptocurrency services (the “Cryptocurrency Services”) in any way (“TAP Interaction”).
- 1.3 By proceeding with any TAP Interaction, you accept and acknowledge the associated risks in dealing with cryptocurrencies and the Cryptocurrency Services and your agreement with these Cryptocurrency Terms and the Generally Applicable Terms. You further agree to accept the decisions of TAP with respect to all matters relating to the Cryptocurrency Services including the terms of any third-party providers which TAP may engage with in the provision of the Cryptocurrency Services. By opening a TAP Account you accept and agree that TAP may, without further notice and in its sole discretion, terminate, suspend or restrict the account of any customer who uses, or who we reasonably suspect may be using, the Cryptocurrency Services or any TAP Account in a manner that is inconsistent with these Cryptocurrency Terms and the Generally Applicable Terms.

- 1.4 TAP is not a licensed financial institutions, and TAP is not registered with the U.S. Securities and Exchange Commission and does not offer securities services in the United States or to US persons. To the extent any aspect of the Cryptocurrencies Services is a regulated financial activity, TAP will engage a duly licensed entity to provide such service.
- 1.5 You agree the Cryptocurrency Services will be offered via third parties, including Zero Hash LLC and its affiliates (collectively, “Service Provider”), and you must agree to the terms and conditions of, and establish an account with, Service Provider before accessing the Cryptocurrency Services.
- 1.6 By using the Cryptocurrency Services, you agree that:
 - 1.6.1 You have the full (including legal) capacity to accept these Cryptocurrency Terms and enter into a transaction involving cryptocurrencies;
 - 1.6.2 TAP and Service Provider may reasonably rely on the representations of you, your agents, employees, contractors, attorneys or financial advisors, or any other person TAP or Service Provider reasonably believes represents you in the acceptance of the Cryptocurrency Services or in the acceptance of any other instruction through the TAP Services.
 - 1.6.3 You have not previously been suspended or removed from use of the TAP Services or the services of Service Provider.
 - 1.6.4 You will not use, or attempt to use, the Cryptocurrency Services under any name except your own or use the Cryptocurrency Services to carry out transactions on behalf of a third party;
 - 1.6.5 You have at all times provided correct and accurate information during the process of creating a TAP Account and during any and all TAP Interaction. You undertake that if your details change you will notify TAP immediately and you shall bear any losses that occur due to the submission of invalid, outdated, incorrect or inaccurate information;
 - 1.6.6 You may not register a TAP Account or access or use the Cryptocurrency Services if you are located or organized in, under the control of, or a citizen or resident of any state, country, territory, or other jurisdiction to which the United States has embargoed goods or services, or where your use of the Cryptocurrency Services would be illegal or otherwise violate any applicable law of such jurisdiction or of the United States, including any sanctioned country as listed by the U.S. Treasury Department’s Office of Foreign Assets Control (“Restricted Jurisdiction”). We may implement controls to restrict access to the Cryptocurrency Services from any Restricted Jurisdiction, including withholding the ability to withdraw assets as reasonably required by law or regulation. You hereby represent and warrant that you are not under the control of, or a citizen or resident of, any Restricted Jurisdiction and that you will not access or use any TAP Services while located in any Restricted Jurisdiction, even if our methods to prevent access to and use of the

Cryptocurrency Services from these jurisdictions are ineffective or can be bypassed.

- 1.6.7 You hereby represent and warrant that you have not been identified as, and/or are not owned or controlled by, a Specially Designated National, nor have you or any beneficial owner or controlling person, if applicable, of you been placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State (a "Prohibited Person"). You further hereby represent and warrant that you will not use the TAP Services if you or any beneficial owner or controlling person of you are at any time hereafter designated a Prohibited Person or to conduct any illegal or illicit activity.
- 1.6.8 You understand and agree that the Cryptocurrency Services made available to you may be limited depending on the jurisdiction you are accessing the Cryptocurrency Services from, and TAP and Service Provider reserve the right to restrict the Cryptocurrency Services made available to you based on your location. You further understand and agree that the Cryptocurrency Services may be limited or terminated if you are located in or move to a jurisdiction that is not supported by TAP or Service Provider. TAP shall not be liable to you for any claims relating to the limitation of the Cryptocurrency Services based on your location or termination of Cryptocurrency Services resulting from your access of the Cryptocurrency Services from an unsupported jurisdiction. You shall hold TAP and Service Provider harmless for any actions taken by or against TAP or Service Provider resulting from your moving to a new jurisdiction or accessing the Cryptocurrency Services from an unsupported jurisdiction.
- 1.6.9 It is your sole responsibility to ensure your compliance with applicable laws of relating to the purchase, sale and use the Cryptocurrency Services and you agree to indemnify TAP and Service Provider for all consequences of failure to do so;
- 1.6.10 You will not have more than one TAP Account, use or access any TAP Account other than your own, or assist any other person in obtaining unauthorized access to any TAP Account;
- 1.6.11 You will not use your TAP Account for or in relation to any illegal activity, any prohibited activity, in violation of any laws, statutes, ordinances or regulations, or in breach of any of TAP's policies; and
- 1.6.12 You are familiar with the nature and workings of the technology behind cryptocurrencies, and in particular the irreversibility of transactions and the apparent risks associated with exposure to cryptocurrencies.

2. Cryptocurrencies

- 2.1 **Definition.** As used herein, "cryptocurrency" (also may be referred herein as "virtual currency," "digital currency," "digital asset," and "digital commodity") means a digital representation of value which is based on a cryptographic protocol that can be digitally traded and may function as: (i) a medium of exchange; (ii) a unit of account; and/or (iii) a

store of value which is not legal tender, whether or not denominated in legal tender. The term “cryptocurrency”, or any other alternative as used herein, does not include: (x) software or a protocol governing transfer of the digital representation of value; (y) a transaction in which a merchant grants value as part of an affinity or rewards program, which value cannot be taken from or exchanged with the merchant for cash or bank credit; or (z) a digital representation of value used exclusively within an online game or game platform. Cryptocurrency is distinguished from “fiat currency” (such as U.S. dollars), which is the coin and paper money of a country that is designated as its legal tender.

- 2.2 **Support Cryptocurrencies.** A list of cryptocurrencies that TAP and Service Provider currently support is available at <https://zerohash.zendesk.com/hc/en-us/articles/360050647533-What-assets-do-you-support#:~:text=Zero%20Hash%20currently%20supports%20over,will%20differ%20from%20Production%20pricing>. TAP and Service Provider may delist a cryptocurrency, at any time and for any reason at our sole discretion, including but not limited to changes in a given cryptocurrency’s characteristics or due to a change in the cryptocurrency’s regulatory classification.
- 2.3 **Network Control.** TAP and Service Provider do not own or control any of the underlying software through which blockchain networks are formed and cryptocurrencies are created and transacted. By using the Cryptocurrency Services, you understand and acknowledge that TAP and Service Provider are not responsible for the operation of the underlying software and networks that support cryptocurrencies and that TAP and Service Provider make no guarantee of functionality, security, or availability of such software and networks.
- 2.4 **Forks and Airdropped Digital Assets.** The underlying blockchain protocols are subject to sudden changes in operating rules, resulting in a permanent change in the consensus algorithm resulting from the creation of a new blockchain, which can be significantly different from the original blockchain (a “Fork”) and implement changes in operating rules or other features that may result in more than one version of a network (each, a “Forked Network”) and more than one version of a cryptocurrency (“Forked Assets”). In addition, operators of blockchain networks, and other interested parties, may offer or issue cryptocurrency based on existing ownership or other factors, the issuance of which may be characterized as an interest, dividend, or “airdrop” (collectively, “Airdropped Digital Assets”).

You understand and acknowledge that Forked Networks and the available supply of any Forked Assets and Airdropped Digital Assets are wholly outside of the control of TAP and Service Provider, and you further acknowledge that our ability to deliver Forked Assets resulting from a Forked Network and our ability to deliver Airdropped Digital Assets may depend on third-parties that are outside of our control and/or TAP or Service Provider may choose to not support such Forked Assets or Airdropped Digital Assets. You understand and acknowledge that Forks and the issuance of Airdropped Digital Assets may materially affect the value, function, and/or even the name of the Cryptocurrencies you store in your TAP Account. In the event of a Fork, you understand and acknowledge that TAP or Service Provider may temporarily suspend the Cryptocurrency Services (with or without advance notice to you unless required by law) while we determine, at our sole discretion, which, if

any, Forked Network(s) to support. More information on how Forks and Airdrops will be treated can be found at [here](#).

YOU ACKNOWLEDGE AND HEREBY AGREE THAT TAP OR SERVICE PROVIDER MAY DETERMINE, IN THEIR SOLE DISCRETION, NOT TO SUPPORT A FORKED NETWORK OR THE DISTRIBUTION OF AIRDROPPED DIGITAL ASSETS AND THAT YOU HAVE NO RIGHT, CLAIM, OR OTHER PRIVILEGE TO FORKED ASSETS ON SUCH UNSUPPORTED FORKED NETWORK OR SUCH UNSUPPORTED DISTRIBUTION OF AIRDROPPED DIGITAL ASSETS. YOU HEREBY FURTHER AGREE THAT TAP OR SERVICE PROVIDER MAY, IN THEIR SOLE DISCRETION, DETERMINE THE APPROACH TO SUCH FORKED ASSETS AND ANY DISTRIBUTION OF AIRDROPPED DIGITAL ASSETS, WHICH MAY INCLUDE ABANDONING OR OTHERWISE ELECTING NOT TO SUPPORT SUCH FORKED ASSETS AND THE DISTRIBUTION OF AIRDROPPED DIGITAL ASSETS AS PART OF THE CRYPTOCURRENCY SERVICES. YOU UNDERSTAND AND HEREBY ACKNOWLEDGE THAT TAP AND SERVICE PROVIDER ARE UNLIKELY TO SUPPORT MOST FORKED NETWORKS AND THE DISTRIBUTION OF AIRDROPPED DIGITAL ASSETS AND THAT MOST FORKED ASSETS AND AIRDROPPED DIGITAL ASSETS WILL LIKELY NOT BE MADE AVAILABLE TO YOU. YOU ACKNOWLEDGE THAT TAP AND SERVICE PROVIDER MAY CHANGE THE CRYPTOCURRENCIES THAT THEY SUPPORTS FROM TIME TO TIME. TAP AND SERVICE PROVIDER DISCLAIM ANY LIABILITY FOR ANY ATTEMPT BY YOU TO USE THE CRYPTOCURRENCY SERVICES FOR CRYPTOCURRENCIES THAT TAP AND SERVICE PROVIDER DO NOT SUPPORT OR NO LONGER SUPPORT.

3. **Risk Warnings**

3.1 There are several risks associated with Cryptocurrencies and cryptocurrency trading. You accept and agree that you are solely responsible for any decision to buy, sell, trade or otherwise hold or deal with cryptocurrencies. By using the Cryptocurrency Services or engaging in any TAP Interaction, you acknowledge that you understand and accept all associated risks. The below is not intended to be an exhaustive list and the risks usually inherent in dealing with cryptocurrencies apply. There may be additional risks that we have not foreseen or identified in these Cryptocurrency Terms or any other risk warnings. Please read the following risk warnings carefully. You should carefully assess whether your financial situation and tolerance for risk is suitable for any form of exposure to cryptocurrencies. You agree TAP and Service Provider are not liable to you for losses you incur as a result of the inherent risks underlying cryptocurrency transactions.

3.2 You acknowledge and agree that:

3.2.1 Cryptocurrencies are still an experimental technology which is evolving and may change at any time;

3.2.2 The trading and exchange of real or virtual currencies involves significant risk. Prices can and do fluctuate on any given day. Due to such price fluctuations, you

may gain or lose value in your Cryptocurrencies at any given moment. There is an inherent risk that losses will occur as a result of buying, selling or exchanging any cryptocurrency, and the risk of loss in trading or holding Cryptocurrencies can be substantial and can result in the loss of your entire holding;

- 3.2.3 The value of a cryptocurrency may be derived from the continued willingness of market participants to exchange fiat currency for cryptocurrency, which may result in the potential for permanent and total loss of a value of a particular cryptocurrency should the market for that cryptocurrency disappear;
- 3.2.4 Cryptocurrencies that are pegged to the price or value of any other asset, including fiat currency, are not guaranteed to remain pegged to that asset's or fiat currency's value. Certain Cryptocurrencies, including those pegged to any other asset's or fiat currency's value, have experienced considerable daily price volatility;
- 3.2.5 Given the volatile nature of cryptocurrency, there is no assurance that a bond or trust account maintained by Service Provider, an exchange, intermediary, custodian, or vendor (if any) for your benefit will be sufficient to cover all losses incurred by market participants;
- 3.2.6 Cryptocurrencies can be traded through privately negotiated transactions and through numerous cryptocurrency exchanges and intermediaries around the world, each with its own pricing mechanism and/or order book. The lack of a centralized pricing source poses a variety of valuation challenges. In addition, the dispersed liquidity may pose challenges for market participants trying to exit a position, particularly during periods of stress. Such characteristics of the cryptocurrency markets may result in canceled or partially filled cryptocurrency orders;
- 3.2.7 Cryptocurrency exchanges also carry special risks not generally shared with official currencies or goods or commodities in a market. Cryptocurrencies are not legal tender in the United States and are not backed by the government. Unlike most fiat currencies, which are legal tender backed by governments or other legal entities, or by commodities such as gold or silver, cryptocurrency is a unique type of asset because there is no central bank that can take corrective measure to protect the value of cryptocurrency in a crisis, or issue more cryptocurrency. Accounts and value balances are not subject to insurance by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation;
- 3.2.8 Using the Cryptocurrency Services may carry legislative or regulatory risk at the State, Federal, or international level, which may adversely affect the use, transfer, exchange, and value of cryptocurrency and may lead to the suspension or termination of your TAP Account due to legal or regulatory reasons;
- 3.2.9 Transactions in cryptocurrency are generally irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable;

- 3.2.10 Some cryptocurrency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiate the transaction;
- 3.2.11 There is no assurance that a person who accepts a cryptocurrency as payment today will continue to do so in the future;
- 3.2.12 Many cryptocurrencies allow market participants to offer miners (i.e., parties that process transactions and record them on a blockchain or distributed ledger) a fee. The amounts of these fees are subject to market forces and it is possible that the fees could increase substantially from the estimated fees displayed to you in the TAP App. In addition, cryptocurrency exchanges, wallet providers and other custodians, including through Service Provider, may charge high fees relative to custodians in many other financial markets. You are solely responsible for such fees for effectuating cryptocurrency transactions;
- 3.2.13 The nature of cryptocurrency may lead to an increased risk of fraud or cyber attack;
- 3.2.14 The nature of cryptocurrency means that any technological difficulties experienced by TAP may prevent the access or use of your cryptocurrency;
- 3.2.15 The Cryptocurrency Services may carry operation risk due to the potential malfunctioning of the TAP App or due to scheduled or unscheduled downtime. Many cryptocurrency exchanges have experienced significant outages, downtime and transaction processing delays, flash crashes, and may have a higher level of operational risk than regulated futures or securities exchanges. Outages, regardless of severity or length of downtime or delays, can negatively impact cryptocurrency markets and prices;
- 3.2.16 The security of your TAP Account or Service Provider account may be compromised, or interruption caused to it, by phishing, spoofing or other attack, computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment; and
- 3.2.17 A unique Private Key may be required to access, use or transfer a cryptocurrency on a blockchain or distributed ledger. The loss, theft or destruction of a Private Key may result in an irreversible loss.

To the maximum extent permitted by applicable law, you accept and agree that you have full responsibility for all activity that occurs in or through your TAP Account and accept all risks of any unauthorized or authorized access to your TAP Account.

4. **Cryptocurrency Services**

- 4.1 **Overview.** TAP offers you the ability to purchase, sell, and hold cryptocurrencies, enabling you to gain exposure to cryptocurrency using your fiat currency.

The Cryptocurrency Services are only available in relation to the cryptocurrencies that TAP, in its sole discretion, decides to support. TAP may from time to time notify you of additional cryptocurrencies to which we will offer exposure.

When you wish to purchase or sell cryptocurrency, you authorize TAP to instruct Service Provider to effectuate your buy or sell transaction on the Service Provider's platform and deposit the corresponding assets in your account at Service Provider. Your cryptocurrency is also custodied by Service Provider. Additional terms and details of Service Provider's services can be found at <https://zerohash.com/tap>, and you agree to be bound by such terms to receive the Cryptocurrency Services.

- 4.2 **Buy and Sell.** When you execute a buy or sell transaction through the Cryptocurrency Services, you are requesting to buy or sell cryptocurrency to and from other fully onboarded users of Service Provider, including TAP and other users of the TAP Service. You understand and agree that Service Provider may, at their sole discretion, determine the method how your order place through TAP will be matched.

Orders to purchase or sell cryptocurrency are based on the prevailing market price at the time the order is filled, which is determined by Service Provider's proprietary methods, algorithms, processes, procedures and intermittent data. You agree that Service Provider will receive quotes and source cryptocurrency from liquidity providers and other market participants, including TAP, and that Service Provider, at its sole discretion, will determine how your order will be filled. You understand and acknowledge that the price at which your order is filled may vary from the price displayed at the time your order is placed, and you further understand and acknowledge that Service Provider may, at its sole discretion, cancel any order for any reason or no reason at all. TAP will send you a notification upon the occurrence of a cancellation of any order. You understand that all orders to purchase or sell cryptocurrency will be executed in reliance on your promise that an actual purchase or sale is intended and requires full payment in cleared, non-margined funds at the time an order is filled.

Before you submit an order, TAP will disclose to you the exchanged amount and any fees to be charged. You agree that any calculations done by TAP or Service Provider for such purposes are final absent clear error.

- 4.3 **Trade Cancellation.** Orders may not be cancelled by you after they are filled. You agree that Service Provider may delay settlement or cancel, in whole or part, any transaction in the case of extraordinary market events, including during highly volatile periods that result in unclear or unreliable pricing data and in the event that any counterparty to a transaction fails to timely deliver sufficient cryptocurrency to fulfill and/or settle any order(s) placed by you through the Cryptocurrency Services. TAP and Service Provider shall not be responsible for any hypothetical or alleged losses resulting from any delayed or canceled transaction.
- 4.4 **Custody.** By using the Cryptocurrency Services, you engage the Service Provider to act as custodian of any cryptocurrencies that you obtain from the TAP Services or deposit to your TAP Account. Unless otherwise stated herein, all cryptocurrency obtained by you from

cryptocurrency transactions or deposits are custodial assets held by Service Provider on your behalf and for your benefit. Title to your cryptocurrency shall at all times remain with you and shall not transfer to TAP or Service Provider.

- 4.5 **Transfer.** You may transfer certain cryptocurrency assets held outside of a TAP Account into a TAP Account; the assets accepted are subject to change with limited or no notice based on laws, regulations, or other obligations TAP and Service Provider are subject to. You may be able to transfer part, or all of your cryptocurrency held as part of the Cryptocurrency Services to other cryptocurrency wallets held outside of the TAP Account. You may also transfer your cryptocurrency to other TAP users. These transactions take place off chain and are not broadcast to an associated blockchain or network and, therefore, will not be reflected on any public ledger. Any fee associated with the transfer of your assets to another person or location will be disclosed to you before you execute the transfer.
- 4.6 **Fiat Account.** If enabled by TAP, may deposit supported fiat currency in your TAP Account by submitting such fiat currency through wire transfer or another transmission method supported by TAP from your external bank account. Such fiat currency will be held by a qualified financial institution engaged by TAP in an omnibus account and will be held on behalf of, and for the benefit of, you. You may instruct TAP to use the fiat balance in your TAP Account to execute cryptocurrency orders at Service Provider’s platform or you may withdraw any deposited fiat currency to an external bank account approved by TAP. You agree that you will not
- 4.7 **Additional Representations and Warranties.** You understand and acknowledge that you are not allowed to use funds that are not owned by you to enter into cryptocurrency transactions, and that you are not authorized to enter into cryptocurrency transactions on behalf of any third-party. You hereby represent and warrant that all funds used by you to enter into cryptocurrency transactions (presently and in the future) are owned by you and are not the direct or indirect proceeds of any criminal or fraudulent activity. In all instances, you are responsible for the full amount owed for cryptocurrency transactions entered by you via the Cryptocurrency Services.

In the event that you fail to maintain sufficient funds in your account at the time an order is filled, TAP and Service Provider reserve the right, at their sole discretion, to cancel, reverse or fill such order in whole or in part. You agree to be responsible for the costs of any such action taken by TAP or Service Provider. You understand and acknowledge that if a failure to provide sufficient funds results in an amount due and owing by you to TAP or Service Provider (a “Negative Balance”), TAP or Service Provider shall have the right to: (i) charge a reasonable rate of interest on any such Negative Balance; and (ii) offset any such Negative Balance, including any accrued interest and consequential losses, by transferring funds that are or become available in your account.

You acknowledge TAP is not acting as your broker, intermediary, agent, adviser or in any fiduciary capacity and no information or communication provided to you by TAP in relation to any TAP Services will constitute advice.

5. **Restrictions relating to the Cryptocurrency Services**

- 5.1 **Transaction Limits.** TAP and Service Provider may apply limits or other prohibitions to the amount of cryptocurrency purchased or sold in a transaction, the frequency of transactions, or the timing of transactions. These limits will be determined at the sole discretion of TAP and Service Provider and may be amended and adjusted from time to time. TAP will endeavor to disclose any limits as described in Clause 5.1 above before any proposed transaction is accepted, but TAP, in its sole discretion, may not disclose such limits for security reasons.
- 5.2 **Legal Compliance.** You understand and acknowledge that your access to and use of the TAP Services is subject to law, regulations and regulatory guidance, with which TAP and Service Provider much comply, including the anti-money laundering and sanctions law. Your transactions on the TAP platform will be monitored and may be reported to relevant government agencies pursuant to applicable law. You understand and acknowledge that in no event will TAP or Service Provider be obligated to effect any cryptocurrency transaction that they believe would violate any applicable law. You further understand and acknowledge that TAP and Service Provider both independently and collectively are not responsible for any losses, whether direct or indirect, that you may incur as a result of their good faith efforts to comply with any applicable law,. You authorize TAP and Service Provider to provide any information relating to your TAP Account and your use of the TAP Services if requested by any regulatory authority, provided that any such disclosure by TAP and Service Provider shall comply with applicable law, including any applicable privacy rules and regulations.
- 5.3 **Transaction Errors.** You are solely responsible for reviewing your transactions receipts and for monitoring your transaction history for any errors (or any potentially fraudulent activities). You understand and acknowledge that if you have not received a transactions receipt or an order cancellation notice, you are responsible for notifying us via email at support@tap.global within [twenty-four (24)] hours of the transaction. You are solely responsible for reviewing your receipts and notifying us of any errors. You hereby waive your right to dispute any cryptocurrency transaction unless you notify us of any objections within twenty-four (24) hours of the time in which the applicable transaction receipt was sent. You understand and acknowledge that TAP and Service Provider reserve the right, but have no obligation to, and shall not be held liable should we declare null and void a cryptocurrency transaction that TAP and Service Provider consider to be erroneous (each, an “Erroneous Transaction”). You understand and acknowledge that you are responsible for ensuring that the appropriate price and order type is submitted when you place an order to purchase or sell cryptocurrency through the TAP Services, and that a simple assertion by you that a mistake was made in entering an order, or that you failed to pay attention to or update an order, shall not be sufficient to establish it as an Erroneous Transaction. You further understand and acknowledge that if TAP or Service Provider determines that a given cryptocurrency transaction is an Erroneous Transaction, TAP or Service Provider may, at our sole discretion, declare it null and void, in whole and in part, even if you do not agree to cancel or modify it, in which case you shall return the cryptocurrency or funds received in the Erroneous Transaction. If an Erroneous Transaction is voided in whole or in part, in our sole discretion, we will restore the corresponding assets to your TAP Account.

5.4 **Permitted Jurisdictions.** Only users from jurisdictions that are permitted by TAP and Service Provider are allowed to access the TAP Services. It is your sole responsibility to ensure that you are accessing the TAP Services from a U.S. location supported by TAP and Service Provider prior to placing any order. The Permitted U.S. Jurisdictions List can be found here, which may be updated from time to time. A list of Service Provider's licenses and corresponding required disclosures and methods for filing complaints with the applicable state regulator can be found here or by searching for disclosures here, which are incorporated herein by reference. If you have any questions about the disclosures, contact Service Provider at support@zerohash.com before using the TAP Services.

6. **Availability of Cryptocurrency Services**

6.1 We make no guarantee that you will be able to gain your requested exposure to a cryptocurrency at the time of your request. Sometimes TAP is unable to execute your order immediately due to circumstances out of TAP's control.

6.2 We cannot guarantee the value of any cryptocurrency at the point of your request for exposure.

6.3 TAP will use reasonable endeavors to ensure that the Cryptocurrency Services can normally be accessed by you in accordance with these Cryptocurrency Terms. However, the Cryptocurrency Services are provided without warranty of any kind, either express or implied. We do not represent that the Cryptocurrency Service will be available 100% of the time to meet your needs. We will use reasonable endeavors to provide you with the Cryptocurrency Service as soon as possible but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.

6.4 We may suspend use of the Cryptocurrency Services for maintenance and we will make reasonable efforts to give you notice. You acknowledge that this may not be possible in an emergency.