

ZENLEDGER TERMS OF USE

Effective: May 1, 2018

These Terms of Use (the "Agreement") set forth the terms and conditions that apply to your access and use of ZenLedger, an innovative platform for analyzing transaction data from various cryptocurrencies and related exchanges. This Agreement is between ZenLedger, Inc. ("ZenLedger" or "we" or "us") and the visitor, user, or end customer who accesses or uses any of the ZenLedger Services ("You" or "User").

As used in this Agreement, the term "ZenLedger Services" includes all websites, pages that are associated or within each website and all devices, applications or services that ZenLedger operates or makes available to You. By accepting electronically (for example, clicking "I Agree"), installing, accessing or using the ZenLedger Services, You agree to be bound by the terms and conditions of this Agreement and the ZenLedger [Privacy Policy](#), as they may be amended from time to time in the future (see "Modifications to this Agreement" below). If You do not agree to this Agreement, then You may not access use the ZenLedger Services. You may not use any of the ZenLedger Services and You may not accept this Agreement if You are not legally authorized to accept and be bound by these terms or are not at least 18 years of age and, in any event, of a legal age to form a binding contract with ZenLedger.

IMPORTANT DISCLAIMER REGARDING TAX ADVICE (IRS Circular 230 Disclosure)

NEITHER ZENLEDGER NOR THE ZENLEDGER SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. ZENLEDGER IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The ZenLedger Services are intended only to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances. Any tax information contained in the ZenLedger Services is not intended to be used, and cannot be used, for purposes of avoiding penalties imposed under the United States Internal Revenue Code or promoting, marketing or recommending to another person any tax-related matter.

ZenLedger makes no claims, promises, or warranties about the accuracy of the information provided herein. Tax advice cannot be provided on a general basis, and must be specifically tailored for each individual by his or her representative. Everything included herein is the owner's opinion and not a statement of fact.

1. Description of the ZenLedger Services.

The ZenLedger Services allow owners of various cryptocurrencies to consolidate and track their financial information. It allows you to quickly and easily organize information from many exchanges and cryptocurrencies, and to assist in the preparation of useful documents and reports.

2. Registering to Use the ZenLedger Services.

As a condition to using the ZenLedger Services, You are required to create an account by registering with us directly. In that registration process, We require that You provide only Your email address. The registration information You provide must be accurate, complete, and current at all times. Failure to do so constitutes a breach of this Agreement, which may result in immediate termination of Your account.

In registering for the Service, You represent that You are of legal age to form a binding contract and are not a person barred from receiving products or services under the laws of the United States or other applicable jurisdictions.

3. Integration with Third-Party Sites or Services.

You may elect to allow ZenLedger to retrieve their own information maintained online by third-parties with which they have customer relationships, maintain accounts or engage in financial transactions (“Account Information”). ZenLedger works with one or more exchanges or third-party service providers to access this Account Information. ZenLedger does not review the Account Information for accuracy, legality or non-infringement. ZenLedger is not responsible for the Account Information or products and services offered by or on third-party sites.

ZenLedger cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. ZenLedger cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. For example, when displayed through the ZenLedger Services, Account Information is only as fresh as the time shown, which reflects when the information is obtained from such sites. Such information may be more up-to-date when obtained directly from the relevant sites.

4. Pricing and Billing.

Certain features of the ZenLedger Services may be provided for a fee. If You elect to use paid aspects of the ZenLedger Services, You agree to the pricing and payment terms below. ZenLedger may add new services for additional fees, or amend fees and charges for existing services, at any time in its sole discretion. Any pricing changes or new payment terms shall become effective in the billing cycle following notice of such change to You as provided in this Agreement.

ZenLedger accepts credit cards and will automatically charge Your credit card monthly or each time You purchase a paid service, depending upon which payment options You select. If any fee is not paid in a timely manner, or ZenLedger is unable to process Your transaction using the credit card information provided, ZenLedger reserves the right to suspend or revoke access to Your account. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods of time.

ZenLedger may change the fees and charges in effect, or add new fees and charges from time to time, but we will give You at least two weeks (14 days) advance notice of these changes by email. If You want to use a different credit card or if there is a change in Your credit card validity or expiration date, You may edit Your information by accessing Your account page. If Your credit card reaches its expiration date, Your continued use of the Service constitutes Your authorization for us to continue billing that credit card and You remain responsible for any uncollected amounts. It is Your responsibility to keep Your contact information and payment information current and updated.

5. Your Use of The ZenLedger Services.

We want the ZenLedger Services to be useful, stable, and secure for You and all of our various users. In order to assist with this, we must insist on certain reasonable restrictions regarding Your use of the ZenLedger Services. You represent and warrant that You will not use the ZenLedger Services to:

- Use any robot (or automated technology) to automatically upload data or files to the ZenLedger Services.
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the presentation of the ZenLedger Services.
- Interfere with or disrupt the ZenLedger Service, or the servers or networks connected to the ZenLedger Services.
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the ZenLedger Service, or cause others to do so.
- “Frame” or “mirror” any part of the ZenLedger Services, without our prior written authorization or use meta tags or code or other devices containing any reference to us or the ZenLedger Service in order to direct any person to any other websites for any purpose.
- Upload, post, email, transmit or otherwise make available any Content that You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

- Upload, post, email, transmit or otherwise make available any Content (defined below) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
- Provide false, inaccurate or misleading information on the ZenLedger Service (directly or by omission or failure to update information).
- Post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any user.
- Create or send unsolicited email or other electronic communications.
- Upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
- Upload, post, email, transmit or otherwise make available any material that contains software viruses Trojan horses, worms, time bombs, or any other computer code, files or programs designed to interrupt, destroy detrimentally interfere with or limit the functionality of any computer software or hardware or telecommunications equipment or intercept or expropriate any system, data or personal information.
- Advertise to, or solicit, any user to buy or sell any products or services. It is also a violation of these rules to use any information obtained from the ZenLedger Service to contact, advertise to, solicit, or sell to any user without the user's prior explicit consent.
- Intentionally or unintentionally violate any applicable local, state, national or international law.

We reserve the right, but are not obligated to, investigate and terminate Your participation in the ZenLedger Service if You have misused the ZenLedger Service, or if You have violated (or are suspected of having violated) any of the restrictions above.

6. Information We Collect From You or Data You Upload to the ZenLedger Services.

In the course of using the ZenLedger Services we may collect information or personal data from you. You may also have the opportunity to upload or add information or data to the ZenLedger Services. A description of how we collect, store, and use any information we receive about You is included in our Privacy Policy, which is incorporated by reference into these Terms of Use.

Subject to the terms of our Privacy Policy, it is important to note that we will NEVER share any of Your Personal Data with any third party without first obtaining Your explicit consent.

7. Disclaimer of Warranties.

We provide the ZenLedger Services on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the ZenLedger Services. We and our members, directors, and employees specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to You. You may also have other legal rights that vary from state to state. We do not warrant that Your use of the ZenLedger Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet Your requirements, that any defects in the ZenLedger Services will be corrected, or that the ZenLedger Services are or will be free of viruses or other harmful components. We disclaim all liability for, and no warranty is made with respect to, connectivity and availability. We do not accept responsibility or liability for any Content, communication or other use or access of the ZenLedger Service by anyone in violation of this Agreement. We are not responsible or liable in any manner for any Content posted on the ZenLedger Services, or for any of the equipment or programming associated with or utilized in the ZenLedger Services. We are not responsible for the use of any personal information that You disclose on the ZenLedger Services.

We do not guarantee the accuracy, completeness, or usefulness of any information on the Service. We also do not adopt or endorse, nor are We responsible for the accuracy or reliability of any opinion, advice, or statement made by parties other than Us. Under no circumstances will We be responsible for any loss or damage resulting from anyone’s reliance on information or other Content posted on the Service, or transmitted to users. We reserve the right, but We have no obligation, to monitor the materials posted in the public areas of the Service.

You acknowledge and agree that ZenLedger bears no responsibility or liability to You for any governmental or regulatory intervention in the operation of the ZenLedger Services. ZenLedger specifically disclaims liability for any losses or penalties foreseen or unforeseen, that You may suffer as a result of use of ZenLedger Services.

The ZenLedger Services may be temporarily unavailable from time to time for maintenance or other reasons. We are not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet, on the ZenLedger Services, on any website or any combination thereof, including injury or damage to Your device, data, or other hardware or software, related to or resulting from using or downloading materials in connection with the ZenLedger Services.

No oral or written information or advice provided by us or our employees shall create a warranty or in any way increase the scope of any warranty period.

8. Indemnification.

You shall defend, indemnify and hold harmless ZenLedger and its officers, directors, shareholders, and employees, from and against all claims, suits, proceedings, losses, liabilities, and expenses, whether in tort, contract, or otherwise, that arise out of or relate, including but not limited to attorney's fees, in whole or in part arising out of or attributable to any breach of this Agreement or any activity by you in relation to the ZenLedger Services or your use of the ZenLedger Services.

9. Limitation of Liability

ZENLEDGER SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO THE ZENLEDGER SERVICES, YOUR USE OF THE ZENLEDGER SERVICES, OR THIS AGREEMENT, EVEN IF ZENLEDGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ZENLEDGER'S LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

10. Term and Termination

The term of this Agreement begins when you indicate acceptance electronically (for example, clicking "I Agree"), installing, accessing or using the ZenLedger Services and continues until terminated. ZenLedger may terminate your account on the ZenLedger Services at any time, and you may terminate your account by sending an email to support@zenledger.io.

11. ZenLedger's Intellectual Property Rights

The contents of the ZenLedger Services, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The contents of the ZenLedger Services belong or are licensed to ZenLedger Inc. or its software or content suppliers. ZenLedger grants you the right to view and use the ZenLedger Services subject to these terms. You may download or print a copy of information for the ZenLedger Services for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the ZenLedger Services in whole or in part for any other purpose is expressly prohibited without our prior written consent. You agree not to use, nor permit any third party to use, the ZenLedger Services or content in a manner that violates any applicable law, regulation or this Agreement.

12. How We May Communicate With You.

Email communications and text messages sent from us to You are designed to make Your use of the ZenLedger Services more efficient and enjoyable. You specifically agree to accept and consent to receiving email communications and text messages initiated from us, which include, without limitation: emails or text messages informing You about potential available new products, emails informing You of promotions we run and emails informing You of new and existing features we provide. Standard text messaging charges applied by Your cell phone carrier will apply to text messages we send. If You change Your mobile phone service provider, the notification service may be deactivated for Your phone number and You may need to re-enroll in the notification service. We reserve the right to cancel the notification service at any time. If You do not wish to receive any of our email communications or text messages, You will have the opportunity to opt out of receiving communications from us (excluding messages targeted directly at You about matters regarding the state of Your account, billing, or Your continued use of the ZenLedger Service).

13. Miscellaneous Provisions.

- a. Independent Contractors. No agency, partnership, joint venture, or employment relationship is created between Us as a result of this Agreement and You do not have any authority of any kind to bind Us in any respect whatsoever.
- b. Non-Waiver. The failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further rights hereunder.
- c. Force Majeure. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.
- d. Severability. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and enforceable.
- e. Assignment. These Terms of Use are not assignable, transferable or sub-licensable by You except with Our prior written consent. We may transfer, assign or delegate these Terms of Use and their rights and obligations without consent.
- f. Governing Law. By using the Service, You agree that these Terms of Use shall be governed by and construed in accordance with the laws of the State of Washington, United States of America, without regards to its conflict of law rules.
- g. Arbitration Agreement and Waiver of Class Remedies. All disputes arising under or relating to this Agreement shall be resolved exclusively through arbitration in King County, United States of America, before a single arbitrator. The arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms of Use, including, but not

limited to, any claim that all or any part of these Terms of Use is void or voidable. You further agree that You may only bring claims in Your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

- h. Entire Agreement. This Agreement supersedes all prior and contemporaneous agreements, representations and warranties and understandings, whether oral or written, with respect to the Service, and any Content. We reserve the right, at our sole discretion, to modify or replace these Terms of Use at any time. It is Your responsibility to read and become familiar with any modifications that We may make. Using the Service following notification of a material change to these Terms of Use shall constitute Your acceptance of the Terms of Use as modified.
- i. Partial Invalidity. If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.
- j. Export Control. You shall comply with all export laws and restrictions and regulations of the United States Department of Commerce or any other United States or foreign agency or authority, and agree not to export, or allow the export or re-export of any Content in violation of any such restrictions, laws or regulations or unless and until all required licenses and authorizations are obtained to the countries specified in the applicable U.S. Export Administration Regulations (or any successor supplement or regulations). By using the ZenLedger Services, You are agreeing to the foregoing and You are representing and warranting that You are not located in, under the control of, or a national or resident of any restricted country or on any such list.
- k. Modifications to the ZenLedger Services. ZenLedger reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the ZenLedger Services with or without notice. ZenLedger reserves the right to change the ZenLedger Services, including applicable fees, in our sole discretion and from time to time. Your use of the ZenLedger Services, after you are notified of any change(s) will constitute your agreement to such change(s). You agree that ZenLedger shall not be liable to you or to any third party for any modification, suspensions, or discontinuance of the ZenLedger Services.
- l. Modifications to this Agreement. ZenLedger may modify this Agreement from time to time. Any and all changes to this Agreement may be provided to you by electronic means (i.e., via email or by posting the information on the ZenLedger Services). In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the ZenLedger Services after those changes are posted.

14. Questions.

ZenLedger is located at 10400 NE 4th St, Floor #5, Bellevue, WA 98004, USA. You can reach us at hello@ZenLedger.io.