

ZENLEDGER PRIVACY POLICY

Date of Last Update: Dec 1, 2020

At ZenLedger, Inc. (“ZenLedger” or “we” or “us”), we value the privacy of our users. We understand that our users (“You”) may have concerns about how Your data is collected and used. In this ZenLedger Privacy Policy (the “Policy”) we have made the effort to use simple, concise language to describe the ways in which we may collect or receive information or data about You, how that data or information may be used, and other information about Your rights related to Personal Data.

Subject to the terms of this 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.

We encourage you to carefully read this Policy to understand these processes and your related rights. As used in this Policy, 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. When we use the term “Personal Data” in this Policy we mean any information relating to a natural person who can be identified, directly or indirectly, by using such information. Personal Data includes, but is not limited to, Your name, email address, mailing address, cryptocurrency wallet information, or tax-related information.

Please note that this Policy does not cover any Personal Data that we may receive about you through sources other than ZenLedger Services.

By accessing and continuing to use the ZenLedger Services, You acknowledge that You have had the chance to review and consider this Policy, and You acknowledge that You agree to all of it. This means that you also consent to the use of your Personal Data and the methods of disclosure as described in this Policy. If You do not understand the Policy or do not agree to one or more provisions of this Policy, please immediately cease your use of ZenLedger Services.

This Policy specifically incorporates by reference the entirety of our Terms of Use.

1. Overview; Consent to Processing

Through your use of the ZenLedger Services, You will be subject to different methods of collection of your Personal Data. We will collect and process Your Personal Data in a lawful, fair, and transparent manner and, where appropriate, with Your knowledge or consent. By using the ZenLedger Services, You are consenting to our processing of Your Personal Data as set forth in this Policy. The term “processing” includes collecting, storing, deleting, using, and disclosing Personal Data.

2. Data Minimization Practices; Types of Information We May Collect

At ZenLedger we aim to utilize “data minimization” practices in the operations of our business. This means that we will only collect and process the minimal amount of Personal Data that is necessary to operate the ZenLedger Services and for the operation of our business. The following types of information may be collected by us through Your use of the ZenLedger Services:

a. Registration Information: You will be asked to register an account to use the ZenLedger Services. During the process of your registration, you will be asked to provide your email address and a password. You may also be requested to provide information about any cryptocurrency wallets that you would like to disclose. We will use this information to provide the ZenLedger Services to You and ensure the security of the ZenLedger Services.

b. Billing Information: If You elect to use any of our paid services, You will be asked to provide billing information such as Your credit card number and billing address. This Personal Data will be used specifically for providing You with the services you have purchased. The payment and billing information may be stored for the time period as required by applicable law for lawful purposes (e.g., accounting records).

c. Cryptocurrency and Financial Information: Depending on how You choose to use the ZenLedger Services, You may be asked to provide your cryptocurrency wallet and general portfolio information and other information that will assist us in providing the ZenLedger Services to you. This may be through Your upload of a CSV file containing wallet information, or it may be through some other means.

d. Information about Your Use: Through Your use of the ZenLedger Services, You may be asked questions about how to improve ZenLedger Services or You may, at some point, communicate with representatives of ZenLedger (e.g., for customer support). We will

receive Your email address, as well as the contents of your communications, answers to questions and any other form of contact between you and ZenLedger. We will use Personal Data contained in such communications only for the purposes of providing you with the requested information and for improving the ZenLedger Services.

e. Information Obtained via Automatic Collection: We may collect information from You through automatic tracking systems on Your device, or other web and mobile analysis software. We may also receive certain usage data, such as your IP address and referral source. We may use this information for the operation of our business, including analyzing usage of the ZenLedger Services.

3. Collection of Non-Personal Data

We may collect non-Personal Data, such as browser types, operating systems, and the URL addresses of websites clicked to and from the ZenLedger Services, including links or other technology that we may embed within the ZenLedger Services in order to analyze what kind of users visit our Site, how they find it, how long they stay, from which other websites they come to use ZenLedger Services, what pages they look at, and to which other websites they go from the ZenLedger Services.

4. How We May Use Information that We Collect

Subject to the terms of this Policy, we will never share Your Personal Data with any third party without first obtaining your prior explicit consent.

A. General Uses of the Information We Collect

We primarily use the information we collect to enable Your use of ZenLedger Services and supply the services requested by You. We may also use Your Personal Data for the following purposes:

- i. Asking You about Your experience using the ZenLedger Services;
- ii. Communicating with You about Your user account with us;
- iii. Analyzing our aggregate user data;
- iv. Enforcing our Terms of Use;
- v. Providing customer services to You;
- vi. Advising You about updates to the ZenLedger Services or related items;
- vii. Other legitimate or lawful purposes related to the ongoing operation of our business; or
- viii. Providing You with information about services that are similar to the services used by You.

We may anonymize and aggregate Your Personal Data (i) in order to better serve You and to better enhance and update ZenLedger Services for Your and others' use; and (ii) to share with other third parties, but any aggregation would not result in the disclosure of any Personal Data of our users.

We will seek Your prior express consent for using your Personal Data for any purposes that are not indicated in this Policy.

B. Marketing or Promotional Communications

From time to time, we may send You informational communications related to the ZenLedger Services, such as announcements about updates to the ZenLedger Services. You may also receive information from us that is specifically about Your use of ZenLedger Services or about Your account with us, including information about security breaches or other privacy-related matters. Please note that such communication does not fall within the scope of direct marketing communication.

After we obtain your explicit prior consent, we may use Your Personal Data for direct marketing purposes, such as:

1. Sending You a newsletter;
2. Offering You new products, services, mobile applications, and/or recommendations;
3. Profiling; and
4. Delivering You targeted information regarding promotions related to ZenLedger Services.

If you decide at any time that you no longer wish to receive communications from us, please follow the "unsubscribe" instructions provided in the communications or contact us at hello@zenledger.io.

5. How Information Is Stored And Kept Secure.

A. Protection of Personal Data

We protect Your Personal Data by using reasonable security safeguards against loss or theft, unauthorized access, disclosure, copying, use, or modification. Your Personal Data is contained behind secured networks and are only accessible by a limited number of persons who have special access rights to such systems and are required to keep the Personal Data confidential.

We implement a variety of security measures when users enter, submit, or access their Personal Data to maintain the safety of Your Personal Data. Please note, however, that no

system involving the transmission of information via the Internet, or the electronic storage of data is completely secure. However, we take the protection and storage of Your Personal Data very seriously and we therefore take reasonable steps to ensure the ongoing confidentiality, integrity, and availability of your Personal Data. Nevertheless, we are not liable for any loss, theft, unauthorized access, disclosure, copying, use, or modification of your Personal Data that occurs outside our reasonable control. You understand and acknowledge that ZenLedger will have no liability for any breach or unauthorized disclosure of your Personal Data or information that we collect about You, and you expressly waive and disclaim any claims You may have against ZenLedger related to the loss, disclosure, damage or corruption of Your Personal Data.

B. Breach notification

Should a Personal Data breach occur, we will promptly inform the relevant authorities and take reasonable measures to mitigate the breach. We will notify You about such a breach via email as soon as possible.

C. Retention period

Your Personal Data will be kept for as long as it is necessary to provide You with the requested services. When your Personal Data are no longer necessary to deliver the requested services, You can choose to delete your Personal Data, unless we are obliged by law to retain such Personal Data for a specific period of time, or to comply with our internal document retention policies. If you have any query regarding this you can reach us out at hello@zenledger.io.

6. Cookies

The ZenLedger Services use cookies. These cookies are small files stored on your computer or mobile device which collect information about your browsing behavior. These cookies do not access information which is stored on Your computer.

There are two types of cookies, namely, persistent cookies (i.e., cookies that remain valid until their expiration date, unless deleted by the user before that date) and session cookies (i.e., cookies that are stored on a web browser and remain valid until the moment when the browser is closed). We may use both persistent cookies and session cookies in the provision of the ZenLedger Services.

We use cookies to help us remember information about your account. For example, cookies are used to help us understand Your preferences based on previous or current activity on ZenLedger Services, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about ZenLedger Services traffic and interaction so that we can offer better experiences and tools in the future. Other reasons we use cookies include (but are not limited to):

- A. Understanding and saving user's preferences for future visits;
- B. Keeping track of advertisements; and
- C. Compiling aggregate data about traffic and interactions in order to offer better experiences and tools in the future. We may also use trusted third-party services that track this information on our behalf.

Most Internet browsers accept cookies automatically, although You are able to change Your browser settings to control cookies, including whether or not You accept them, and how to remove them. You may also be able to set your browser to advise You if you receive a cookie, or to block or delete cookies. If you would like to set Your browser to refuse cookies, check Your browser's help information.

7. How Information May Be Shared Or Disclosed

We may disclose Your information if we believe that it is reasonable to do so in certain cases, in our sole and exclusive discretion. Such a disclosure or transfer is limited to the situations when the Personal Data is required for the purposes of (1) provisioning of the ZenLedger Services, (2) law enforcement purposes, or (3) when we have requested and you have provided your prior explicit consent. Please note that some third parties may be located outside of the jurisdiction in which you reside.

Such reasonable disclosure cases may include, but are not limited to:

- Satisfying any local, state, or federal laws or regulations;
- Responding to requests, such as discovery, criminal, civil, or administrative process, subpoenas, court orders, or writs from law enforcement or other governmental or legal bodies;
- Bringing legal action to enforce our Terms of Use;
- As may be necessary for the operation of ZenLedger Services;
- Generally cooperating with any lawful investigation about our users; or
- If we suspect any fraudulent activity on ZenLedger Services or if we have noticed any activity which may violate our Terms of Use or other applicable rules.

8. Use of Third-Party Service Providers

To assist us with the provision of the ZenLedger Services for You and all of our users, we may utilize third-party service providers. Such third-party service providers may include:

1. Cloud computing service providers (e.g., Amazon Web Services and other cloud storage providers);
2. User information logistics providers (e.g., Google Analytics or other analytics companies which help us track general user information and usage);
3. Web hosting companies;
4. Newsletter providers; and
5. Other parties who assist us in operating the ZenLedger Services and conducting our business.

The third-party service providers indicated above may have access to your Personal Data as part of their provision of services to us, but only if they agree to assure an adequate level of protection of Personal Data that is consistent with this Policy. We do not sell, trade, or transfer your Personal Data to third parties not indicated in this Policy, unless we obtain your prior explicit consent.

Please note that some non-Personal Data may be provided to third parties for marketing, advertising, or other uses. We also allow third-party behavioral tracking which may include nonPersonal Data.

We are not responsible for actions of third parties that are not mentioned in this Policy and with whom You share your Personal Data, and we have no authority to manage or control third party solicitations.

9. Receiving Messages from Us

From time to time, we may send You informational communications related to the ZenLedger Services, such as announcements related to the release of new product features or other information. You may also receive information from us that is specifically about Your use of ZenLedger Services or about your account with us, including information about security breaches or other privacy-related matters.

By providing any personal information to us, or by using ZenLedger Services in any manner, you have created a commercial relationship with us. As such, you agree that any email sent from us or third-party affiliates, even unsolicited email, shall specifically not be considered unsolicited “spam emails”, as that term is legally defined.

10. Third-Party Links

As part of the ZenLedger Services, we may provide you with links out to other websites or mobile applications. This Policy does not and will not apply to any of those linked websites or applications. We are not responsible in any manner for the content or privacy and security practices and policies of any third parties, including other websites, services or applications that may be linked to or from ZenLedger Services.

Before visiting and providing any information to any such third-party websites and applications, You should familiarize yourself with the applicable privacy practices and take reasonable steps necessary to protect your Personal Data.

11. Your Rights

You may choose to forego the provision of certain Personal Data to us, but You may then be prohibited from using the ZenLedger Services, or some or all of its functionality may be disabled or unavailable to you. The information we collect is to maintain the ZenLedger Services and to assist in the operation of our business. If you do not agree to any of the terms contained within this Policy, you must cease your use of ZenLedger Services entirely.

12. Accessing, Correcting, and Erasing Personal Data

We take reasonable steps to ensure that the Personal Data and other information collected and processed by us is accurate, complete, and up-to-date. Thus, we ask you to keep your Personal Data as current as possible and update your Personal Data through ZenLedger Services if necessary.

You may at any time review or change the Personal Data in your user account or terminate your user account by logging into it through ZenLedger Services and updating your Personal Data. Upon your request to terminate your user account, we will deactivate or delete your account and information from our active databases.

If you would like to access, modify, or delete your Personal Data that are processed through ZenLedger Services, please send us an email to hello@zenledger.io. We will answer your request within a reasonable timeframe.

13. Children

We do not market the ZenLedger Services to any individual under the age of 18 years old. Individuals under 18 years of age may not create an account to use the ZenLedger Services. However, we cannot distinguish the age of people accessing ZenLedger Services. If a person under 18 has provided us with Personal Data without obtaining parental or guardian consent in advance, the parent or guardian may contact us requesting us to destroy or de-identify the Personal Data. Our contact details are specified in the “Contact Us” section of this Policy.

14. A Note for Residents of California

If You are a California resident, You may request certain information regarding the types of information shared by ZenLedger with third parties for their direct marketing purposes, and the identities of those third parties. You may make one request per calendar year. If you would

like to request this information please contact us at hello@zenledger.io or the following address:

ZenLedger, Inc.
10400 NE 4th St, Floor #5
Bellevue, WA 98004
United States of America

15. Updates, Modifications, or Revisions

ZenLedger is committed to conducting our business in accordance with this Policy in order to ensure that the privacy of your Personal Data is protected and maintained. However, we may change this Policy from time to time at our sole and exclusive discretion.

Unless we specifically obtain your consent, any changes to the Policy will apply to the Personal Data collected on or after the “last updated” date that is indicated at the start of the Policy.

It is your responsibility to periodically check this Policy for any such modification, revision or amendment. Any changes made are assumed to have been accepted by your continued use of the ZenLedger Services.

For significant changes in the Policy, or where required by the applicable law, we may seek your explicit consent to the changes stated in the Policy.

16. Providing Feedback about our Handling of Personal Data

You have the right to submit a complaint to us about the way in which your Personal Data have been handled by using the contact details indicated in the “Contact Us” section of this Policy.

After you submit such a complaint, we will send you an email within a reasonable time period confirming that we have received your complaint. Afterwards, we will investigate your complaint and provide you with our response within a reasonable timeframe.

If you are a resident of the European Union and you are not satisfied with the outcome of your complaint, you have the right to lodge a complaint with your local data protection authority.

17. Data Protection Rights

Under the GDPR, you have the right to:

The right to access – You have the right to [request](#) Our Company for copies of your personal data.

The right to rectification – You have the right to [request](#) that Our Company correct any information you believe is inaccurate. You also have the right to request Our Company to complete the information you believe is incomplete.

The right to erasure – You have the right to [request](#) that Our Company erase your personal data, under certain conditions.

The right to restrict processing – You have the right to [request](#) that Our Company restrict the processing of your personal data, under certain conditions.

The right to object to processing – You have the right to object to Our Company’s processing of your personal data, under certain conditions.

The right to data portability – You have the right to [request](#) that Our Company transfer the data that we have collected to another organization, or directly to you, under certain conditions.

If you make a request, we will investigate your request and provide you with our response within a reasonable timeframe. If you would like to exercise any of these rights, please contact us at our email : hello@zenledger.io

18. Contact Information

If you have questions or comments about this Policy, please contact us by email at hello@zenledger.io or by physical mail at:

ZenLedger, Inc.
10400 NE 4th St, Floor #5
Bellevue, WA 98004
United States of America

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. ZenLedger's the right to suspend or revoke access to Your account.

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).when the purchase was made. For example, if You purchased tax year 2018 on January 10, 2019, Your card will be automatically charged for the tax year 2019 on January 10, 2020. We will remind you by email 7 days prior to this date. 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 services are subscription-based, Your card will be charged automatically in one year after the date
- 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 noninfringement. 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 WHATSOEVER 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 hello@zenledger.io or by browsing to Account Setting.

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 are 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.

I. 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. Refund Policy.

ZenLedger has a one year refund policy. In order to request a refund, please email Your ZenLedger receipt to hello@ZenLedger.io. If you request a refund after You downloaded any of the tax forms or CSV files, ZenLedger reserves the right to refuse your refund request or issue a partial refund.

15. Questions.

ZenLedger is located at 113 Cherry St, PMB 52937, Seattle WA 98104, USA. You can reach us at hello@ZenLedger.io.