

Zapper API Terms of Use Agreement

Last Updated: [Sept 22, 2022]

Welcome to Zapper! This API Terms of Use is a binding legal agreement between you and Zapper.

The Zapper API (the “API”) allows you to request data (including account balances and transaction data) generated by compatible third-party blockchain applications. By accessing or using the products and services made available by Zapper, including without limitation the API and related documentation (the “Services”) in any way, and/or connecting your Wallet to the Services, you represent that (1) you have read, understand, and agree to be bound by these Terms of Use; (2) you are of legal age to form a binding contract with us; and (3) you have the authority to enter into these Terms of Use. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICES.**

PLEASE BE AWARE THAT SECTION 14 (DISPUTE RESOLUTION) OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

Your use of, and participation in, certain Services may be subject to Supplemental Terms, which will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service.

The Services allow users to discover, track and interact with data generated by compatible third-party blockchain applications.

ZAPPER IS NOT A BROKER, FINANCIAL INSTITUTION OR INTERMEDIARY AND IS IN NO WAY YOUR AGENT, ADVISOR, OR CUSTODIAN. ZAPPER IS A NON-CUSTODIAL PLATFORM. ZAPPER CANNOT INITIATE A TRANSFER OF ANY OF YOUR CRYPTOCURRENCY OR DIGITAL ASSETS OR OTHERWISE ACCESS YOUR DIGITAL ASSETS. ZAPPER HAS NO FIDUCIARY RELATIONSHIP OR OBLIGATION TO YOU REGARDING ANY DECISIONS OR ACTIVITIES THAT YOU EFFECT IN CONNECTION WITH YOUR USE OF THE SERVICES. UNLESS EXPLICITLY PROVIDED IN WRITING, WE DO NOT HOST OR MAINTAIN ECOSYSTEM PARTNERS ACCESSIBLE ON OUR SERVICES, DO NOT PARTICIPATE IN ANY TRANSACTIONS ON SUCH ECOSYSTEM PARTNERS’ PLATFORMS, AND DO NOT RECOMMEND, ENDORSE, OR OTHERWISE TAKE A POSITION ON YOUR USE OF THESE SERVICES.

ZAPPER IS NOT CAPABLE OF PERFORMING TRANSACTIONS OR SENDING TRANSACTION MESSAGES ON YOUR BEHALF. ALL TRANSACTIONS INITIATED THROUGH OUR SERVICES ARE EFFECTED BY YOUR WALLET OR OTHER THIRD-PARTY DIGITAL WALLET EXTENSIONS. BY USING OUR SERVICES YOU AGREE THAT SUCH

TRANSACTIONS ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY ZAPPER IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Zapper will make a new copy of the Terms of Use available to you. We will also update the “Last Updated” date at the top of the Terms of Use. Any changes to the Agreement will be effective immediately. Zapper may require you to provide consent to the updated Agreement in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s).

1. USE OF THE API AND THE SERVICES.

1.1 Key Documentation. Please refer to the following documentation in connection with your use of the Services:

- (a) Link to documented APIs: [Swagger UI - Zapper API 2.0 OAS3](#)
- (b) Link to API documentation: [Getting Started | Build on Zapper](#)

You must use Zapper’s documented endpoints for your queries ([found in our Swagger docs](#)), and not query deprecated endpoints.

1.2 License to the Services. The Services are protected by copyright laws throughout the world. Subject to the Agreement, Zapper grants you a limited license to reproduce portions of the Services for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by Zapper in a separate license, your right to use any and all the Services is subject to the Agreement.

1.3 License to API. Subject to your compliance with the Agreement, Zapper grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to use the API to request data (including account balances and transaction data) generated by compatible third-party blockchain applications, solely in the form made available by Zapper and in accordance with the limitations set forth herein.

1.4 Limitations of Use. You understand that Zapper may, in its sole discretion, impose parameters on the limits of your usage of the Services. By way of example only, we may limit the number of queries you can run on the API. If Zapper believes your use of the API is taxing or overloading the Services in any way, we may reduce your access to the API or revoke your license to use the API. In the event you feel that your needs exceed such limitations in any way, please contact us at contact@zapper.fi.

1.5 Updates. You understand that the Services are evolving. You acknowledge and agree that Zapper may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services.

2. REGISTRATION.

2.1 Connecting Your Wallet. In order to use the Interface and access certain features of the Services you may need a Wallet that is supported by or compatible with the Services. You cannot create a Wallet using the Services.

2.2 Third-Party Accounts. In order to access certain features of the Services, you may be required to use certain Third-Party Accounts in connection with the Services.

2.3 Representations. You represent that you are not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur during your use of the Services. You agree that you shall monitor your use of the Services to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Services by minors.

2.4 Necessary Equipment and Software. You must provide all equipment, software, and hardware necessary to connect to the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services. You are solely responsible for keeping your hardware devices secure. Zapper will not be responsible if someone else accesses your devices and authorizes a transaction upon receipt of a valid transfer initiated from the Services.

3. RESPONSIBILITY FOR CONTENT.

3.1 Types of Content. You acknowledge that all Content, including the Services, is the sole responsibility of the party from whom such Content originated. This means that you and other Registered Users of the Services, and not Zapper, are responsible for all User Content.


3.2 Adapters. You are solely responsible for any Adapter that you Make Available on or through the Services, including without limitation for securing any rights or licenses in connection with such Adapter and Zapper's use thereof. You acknowledge and agree that Zapper has no obligation to publish or otherwise make your Adapter available on or through the Services. You acknowledge and agree that you have no rights to any upgrades, modifications, enhancements or revisions that Zapper may make to your Adapter. You agree that we have no obligation to provide any support or engineering assistance of any sort in connection with your Adapter unless we otherwise agree in writing.

4. OWNERSHIP.

4.1 The Services. Except with respect to any OSS, your Wallet, and any User Content that you Make Available, you agree that Zapper and its licensors own all rights, title and interest in and to the Services. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Services.

4.2 Open Source Software. You acknowledge that the Services may use, incorporate or link to certain OSS and that your use of the Services is subject to, and you will comply with any, applicable OSS licenses. Each item of OSS is licensed under the terms of the end-user license that accompanies such OSS. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the OSS. If required by any license for particular OSS,

Zapper makes such OSS, and Zapper's modifications thereto, available by written request at the notice address specified below.

4.3 Trademarks.  **Zapper**, ZAPPER, and all related graphics, logos, service marks and trade names used on or in connection with any the Services or in connection with the Services are the trademarks of Zapper and may not be used without permission in connection with your, or any third-party, products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

4.4 Your User Content. Zapper does not claim ownership of your User Content. However, when you as a Registered User post or publish your User Content (including without limitation any Adapter) on or in the Services, you represent that you own and/or have, and have all rights necessary to grant to Zapper and do hereby grant to Zapper, a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display your User Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in your User Content. If you Make Available an Adapter in connection with any Brand, you represent and warrant that you have all rights necessary in and to such Brand to grant Zapper the licenses granted hereunder.

4.5 Feedback. You agree that submission of Feedback is at your own risk and that Zapper has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Zapper a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, for any purpose.

5. USER CONDUCT. You agree that you are solely responsible for your conduct in connection with the Service. You agree that you will abide by this Agreement and will not (and will not attempt to): (a) provide false or misleading information to Zapper; (b) use or attempt to use another Registered User's Wallet without authorization from such Registered User; (c) pose as another person or entity; (d) Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other Registered Users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner; (e) develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Services; (f) bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Services; (g) attempt to circumvent any content-filtering techniques we employ; (h) use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Services, extract data or otherwise interfere with or modify the rendering of Service pages or functionality; (i) collect or harvest data from our Services that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities; (j) use data collected from our Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing); (k) bypass or ignore instructions that control all automated access to the Services; (l) use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement; (m) use your Wallet to carry out any illegal activities in connection with or in any way

related to your access to and use of the Services, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services; (n) engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities, including: (i) trading a Digital Asset at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such Digital Asset, unduly or improperly influencing the market price for such Digital Asset on the Services or any Ecosystem Partner or establishing a price which does not reflect the true state of the market in such Digital Asset; (ii) for the purpose of creating or inducing a false or misleading appearance of activity in a Digital Asset or creating or inducing a false or misleading appearance with respect to the market in a Digital Asset: (Y) executing or causing the execution of any transaction in a Digital Asset which involves no material change in the beneficial ownership thereof; or (Z) entering any order for the purchase or sale of a Digital Asset with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such Digital Asset, has been or will be entered by or for the same or different parties; or (iii) participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of a Digital Asset; (o) use the Services to carry out any financial activities subject to registration or licensing, including but not limited to using the Services to transact in securities, debt financings, equity financings or other similar transactions; (p) use the Service to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that (i) are redeemable for financial instruments, (ii) give owners rights to participate in an ICO or any securities offering, or (iii) entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts; (q) Make Available any Content that infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; or (r) attempt to access any Wallet that you do not have the legal authority to access. Any unauthorized use of any Services terminates the licenses granted by Zapper pursuant to the Agreement.

6. **FEES.** Zapper may, in its sole discretion and at any time, decide to charge for the Services under this Agreement, at which point it will update this API Terms of Use consistent with the preamble. If the limitations imposed by Zapper pursuant to Section 1.4 (Limitations of Use) are insufficient for your needs, please contact us as at contact@zapper.fi as there may be additional options to access the Zapper API for a fee.
7. **INVESTIGATIONS.** Zapper may, but is not obligated to, monitor or review the Services and Content at any time. Without limiting the foregoing, Zapper shall have the right, in its sole discretion, to remove any of your User Content for any reason (or no reason), including if such Content violates the Agreement or any applicable law. Although Zapper does not generally monitor user activity occurring in connection with the Services or Content, if Zapper becomes aware of any possible violations by you of any provision of the Agreement, Zapper reserves the right to investigate such violations, and Zapper may, at its sole discretion, immediately terminate your license to use the Services, or change, alter or remove your User Content, in whole or in part, without prior notice to you.
8. **INTERACTIONS WITH OTHER USERS.**

8.1 User Responsibility. You are solely responsible for your interactions with other Registered Users and any other parties with whom you interact; provided, however, that Zapper reserves the right, but has no obligation, to intercede in such disputes. You agree that Zapper will not be responsible for any liability incurred as the result of such interactions.

8.2 Connected Content. You acknowledge and agree that the Services include a feature that permits users to read any public key associated with a compatible Wallet and display all Connected Content publicly associated with that Wallet. Zapper is not liable to you in connection with Zapper's or any third party's use of the Services to view such Connected Content that you have made publicly available. ZAPPER DISCLAIMS ANY LIABILITY FOR CONNECTED CONTENT, INCLUDING WITHOUT LIMITATION PERSONALLY IDENTIFIABLE INFORMATION, THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH WALLETS. Zapper makes no effort to review any Connected Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and Zapper is not responsible for any Connected Content.

9. INDEMNIFICATION. You agree to indemnify and hold the Zapper Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (a) your User Content; (b) your use of, or inability to use, any of the Services; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Registered Users; or (e) your violation of any applicable laws, rules or regulations. Zapper reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Zapper in asserting any available defenses. This provision does not require you to indemnify any of the Zapper Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Services provided hereunder. You agree that the provisions in this section will survive any termination of the Agreement and/or your access to the Services.

10. ASSUMPTION OF RISK RELATED TO BLOCKCHAIN TECHNOLOGY. In order to be successfully completed, any transaction involving Digital Assets initiated by or sent to your Wallet must be confirmed by and recorded on the blockchain supporting such Digital Asset. Zapper has no control over any blockchain and therefore cannot and does not ensure that any transaction details that you submit or receive via our Services will be validated by or confirmed on the relevant blockchain and does not have the ability to facilitate any cancellation or modification requests. In addition, certain Ecosystem Partners may support complex financial transactions that entail a high degree of risk. You accept and acknowledge that you take full responsibility for all activities that you effect through your Wallet and accept all risks of loss, including loss as a result of any authorized or unauthorized access to your Wallet, to the maximum extent permitted by law. You further accept and acknowledge that:

10.1 You (a) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of your Wallet; (b) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under applicable laws of any use of your Wallet; (c) know, understand and accept the risks associated with your Wallet; and (d) accept the risks associated with blockchain technology generally, and are responsible for conducting your own independent analysis of the risks

specific to any Digital Assets you purchase or sell. You further agree that Zapper will have no responsibility or liability for, such risks.

10.2 The prices of Digital Assets can be extremely volatile. Zapper makes no warranties as to the markets in which Digital Assets are transferred, purchased, or traded.

10.3 You are solely responsible for determining what, if any, taxes apply to your transactions of Digital Assets. Zapper is not responsible for determining the taxes that apply to Digital Asset transactions.

10.4 Zapper does not store, send, or receive Digital Assets. This is because Digital Assets exist only by virtue of the ownership record maintained on its supporting blockchain, and so any transfer of Digital Assets occurs within the supporting blockchain and not in the Services. The transaction details you submit via the Services may not be completed, or may be substantially delayed, as a result of activity or lack thereof on the blockchain used to process the transaction. Once transaction details have been submitted through your Wallet, Zapper cannot assist you to cancel or otherwise modify your transaction or transaction details. **Zapper makes no warranties or guarantees that a transfer initiated on the Services will successfully transfer title or right in any Digital Asset.**

10.5 There are risks associated with using an Internet based currency, including but not limited to, the risk of hardware, software and Internet connections; the risk of malicious software introduction; the risk that third parties may obtain unauthorized access to information stored within your Wallet; and the risk of counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable. You accept and acknowledge that Zapper will not be responsible for any communication failures, disruptions, errors, distortions or delays or losses you may experience when using blockchain technology, however caused.

10.6 The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Services and the utility of Digital Assets.

10.7 Zapper makes no guarantee as to the functionality of any blockchain's decentralized governance, which could, among other things, lead to delays, conflicts of interest, or operational decisions that are unfavorable to certain owners of certain Digital Assets. You acknowledge and accept that the protocols governing the operation of a blockchain may be subject to sudden changes in operating rules which may materially alter the blockchain and affect the value and function of Digital Assets supported by that blockchain.

10.8 Zapper makes no guarantee as to the security of any blockchain. Zapper is not liable for any hacks, double spending, stolen Digital Assets, or any other attacks on a blockchain.

10.9 The Services rely on, and Zapper makes no guarantee or warranties as to the functionality of or access to, any third-party Wallet (such as MetaMask and Ledger) and Ecosystem Partners to perform any transactions.

11. DISCLAIMER OF WARRANTIES AND CONDITIONS.

11.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED

ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. ZAPPER PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES. ZAPPER PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. ZAPPER MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ZAPPER OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

11.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT ZAPPER PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD ZAPPER PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. ZAPPER MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. ZAPPER MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONNECTED CONTENT OBTAINED THROUGH THE SERVICES.

11.3 Notwithstanding anything to the contrary in these Terms of Use, Zapper shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities or harm to any person or entity relating to (i) the ownership, validity or genuineness of any Digital Asset; (ii) the collectability, insurability, effectiveness, marketability or suitability of any Digital Asset; or (iii) any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances beyond Zapper's control, including without limitation the failure of a blockchain, third-party services provider, or Ecosystem Partner.

12. LIMITATION OF LIABILITY.

12.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL ZAPPER PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, ETHEREUM OR OTHER VIRTUAL CURRENCY, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT ZAPPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE THE SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY

THIRD PARTY ON THE SERVICES; OR (e) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A ZAPPER PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A ZAPPER PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A ZAPPER PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

12.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, ZAPPER PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) \$100; OR (b) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A ZAPPER PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A ZAPPER PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A ZAPPER PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

12.3 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

12.4 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ZAPPER AND YOU.

13. TERM AND TERMINATION.

13.1 Term. The Agreement commences on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Agreement.

13.2 Termination of Services by Zapper. Zapper is free to terminate (or suspend access to) your use of the Services for any reason in our discretion, including your breach of this Agreement. Zapper has the sole right to decide whether you are in violation of any of the restrictions set forth in this Agreement. If we suspend your use of the Services, you may continue to access your Wallet directly or through other services not hosted by us. Zapper will not have any liability whatsoever to you for any suspension or termination.

13.3 Termination of Services by You. If you want to terminate the Services provided by Zapper, you may do so by ceasing your use of the Services. You may continue to access your Wallet directly or through other services not hosted by us.

13.4 Survival. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

13.5 No Subsequent Use. If your ability to access the Services or any other Zapper community is discontinued by Zapper, then you agree that you shall not attempt to access the Services or any Zapper community through use of a different Wallet, Third-Party Account, member name or otherwise. In the event that you violate the immediately preceding sentence, Zapper reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

14. DISPUTE RESOLUTION. Please read this Arbitration Agreement carefully. It requires you to arbitrate disputes with Zapper and limits the manner in which you can seek relief from us.

14.1 Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Services or to any aspect of your relationship with Zapper will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims or seek relief in small claims court if your claims qualify,; and (b) you or Zapper may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

14.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to the address set forth in Section 16.8. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Zapper will pay them for you. In addition, Zapper will reimburse all such JAMS's filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

14.3 Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Zapper. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

14.4 Waiver of Jury Trial. YOU AND ZAPPER HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Zapper are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration

under this Arbitration Agreement, except as specified in Section 14.1 (Application of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

14.5 Waiver of Class or Other Non-Individualized Relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of Delaware. All other disputes, claims, or requests for relief shall be arbitrated.

14.6 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the address set forth in Section 16.8, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the Wallet address you use to connect to the Services (if any), your Third-Party Account username (if any), the email address you used to set up your Third-Party Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

14.7 Severability. Except as provided in Section 14.5 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

14.8 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Zapper.

14.9 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Zapper makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Zapper at the address set forth in Section 16.8.

15. THIRD-PARTY SERVICES. The Services may contain or in some cases, integrate with our Services, certain Third-Party Services. When you click on a link to or access or use a Third-Party Service, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Services are not under the control of Zapper. Zapper is not responsible for any Third-Party Services. Zapper provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith. You use all links in Third-Party Services at your own risk. When you leave our Services, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices,

of any Third-Party Services, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

16. GENERAL PROVISIONS.

16.1 Electronic Communications. For contractual purposes, you (a) consent to receive communications from Zapper in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Zapper provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“E-Sign”).

16.2 Release. You hereby release Zapper Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Services, including but not limited to, any interactions with or conduct of other Registered Users or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of the Services.

16.3 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Zapper’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

16.4 Force Majeure. Zapper shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

16.5 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact us at contact@zapper.fi. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

16.6 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Zapper agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in New Castle County, Delaware.

16.7 Governing Law. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

16.8 Notice. You may give notice to Zapper at the following address: Zapper, Inc. c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. Such notice shall be deemed given when received by Zapper by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address, or, if by email sent and expressly referencing this Section, within 24 hours of confirmed transmission.

16.9 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.10 Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

16.11 International Users. The Services can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Zapper intends to announce such Services or Content in your country. The Services are controlled and offered by Zapper from the United States of America. Zapper makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

16.12 Export Control. You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws.

16.13 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

16.14 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

17. DEFINITIONS.

17.1 “Adapter” means a software tool that enables and facilitates the interoperability of a particular DeFi project with the Services.

17.2 “Agreement” means this API Terms of Use and any Supplemental Terms applicable to your use of the Services.

17.3 “Arbitration Agreement” means the dispute resolution mechanism in Section 14.

17.4 “Brand” means, with respect to any Adapter, the trademark, logo, or other indicia of identity of the DeFi project or other third-party entity the interoperability of which is facilitated by such Adapter.

17.5 “Connected Content” means any Content or personal financial data that you have provided to and stored in your Wallet.

17.6 “Content” means any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials.

17.7 “Digital Asset” means any cryptocurrency, cryptoasset, blockchain-based token, or other digital asset supported by the Services.

17.8 “Ecosystem Partner” means certain supported DeFi applications and projects.

17.9 “Feedback” means any ideas, suggestions, documents, and/or proposals that you submit to Zapper through Discord or otherwise through the Services, including any input on the API roadmap.

17.10 “Make Available” means to upload, post, e-mail, transmit or otherwise make available through the Services.

17.11 “OSS” or “Open-Source Software” means any software or components thereof subject to “open source” or “free software” licenses.

17.12 “Registered User” is a user who has a valid Third-Party Account, including without limitation a Wallet, through which the user has connected to the Services.

17.13 “Supplemental Terms” means any terms or policies applicable to any products or services offered by Zapper that are not addressed in these Terms of Use.

17.14 “Terms of Use” means this Zapper Terms of Use Agreement that governs your access to and use of the Services.

17.15 “Third-Party Account” means a valid account on a third-party service provider or social networking service supported by the Services, such as Facebook, Twitter, GitHub or Canny, or a valid third-party Wallet compatible with the Services.

17.16 “Third-Party Services” means and third-party websites, applications, and advertisements for third parties accessible or otherwise connected to the Services but not provided by Zapper.

17.17 “User Content” means any Content that is Made Available by Registered Users on or through the Services.

17.18 “Wallet” means a software-based system for secure storage of cryptocurrency, cryptoassets, and payment information related thereto.

17.19 “You” means the individual or legal entity, as applicable, that is using or accessing the Services, or that is identified as the user when you registered on the Services.

17.20 “Zapper,” “we,” or “us” means Zapper, Inc.

17.21 “Zapper Parties” means Zapper, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors.