Zero Labs Terms of Service

Last Updated: November 9, 2026

Welcome, and thank you for your interest in Zero Labs, Inc. ("**Zero Labs**," "**we**," or "**us**") and our website at www.zero.finance, along with our related websites, and other services provided by us (collectively, the "**Service**"). These Terms of Service are a legally binding contract between you and Zero Labs regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ZERO LABS'S PRIVACY POLICY (TOGETHER, THESE "**TERMS**"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND ZERO LABS'S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY ZERO LABS AND BY YOU TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 15 (*Dispute Resolution and Arbitration*), you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND ZERO LABS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

1. **Zero Labs Service Overview**. Zero Labs provides an artificial intelligence powered tool for processing your financial data to populate certain tax forms and run simulations to identify optimal tax strategies.

2. **Eligibility**. You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

3. **Accounts and Registration**. To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you should immediately notify us at support@zero.finance.

4. **General Payment Terms**. Certain features of the Service may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. Unless otherwise specifically provided for in these Terms, all fees are in U.S. Dollars and are non-refundable, except as required by law.

4.1 **Price**. Zero Labs reserves the right to determine pricing for the Service. Zero Labs will make reasonable efforts to keep pricing information published on the Service up to date. We encourage you to check our pricing page periodically for current pricing information. Zero Labs may change the fees for any feature of the Service, including additional fees or charges, if Zero Labs gives you advance notice of changes before they apply. Zero Labs, at its sole discretion, may make promotional offers with different features and different pricing to any of Zero Labs's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

4.2 **Authorization**. You authorize Zero Labs to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by Zero Labs, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, then Zero Labs may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

4.3 **Subscription Service**. The Service may include certain subscription-based plans with automatically recurring payments for periodic charges ("**Subscription Service**"). The "**Subscription Billing Date**" is the date when you purchase your first subscription to the Service. The Subscription Service will begin on the Subscription Billing Date and continue for the subscription period that you select on your account (such period, the "**Initial Subscription Period**"), and will automatically renew for successive periods of the same duration as the Initial Subscription Period (the Initial Subscription Period and each such renewal period, each a "**Subscription Period**") unless you cancel the Subscription Service or we terminate it. If you activate a Subscription Service, then you authorize Zero Labs or its third-party payment processors to periodically charge, on a going-forward basis and until cancellation of the Subscription Service, all accrued sums on or before the payment due date. For information on the "**Subscription Fee**", please see our Subscription page available at https://zero.finance/subscribe. Your account will be charged automatically on the Subscription Billing Date and thereafter on the renewal date of your Subscription Service for all applicable fees and taxes for the next Subscription Period. You must cancel your Subscription Service before it renews in order to avoid billing of the next periodic Subscription Fee to your account. Zero Labs or its third-party payment processor will bill the periodic Subscription Fee to the payment method associated with your account or that you otherwise provide to us. You may cancel the Subscription Service by using the methods on the Service contacting us at support@zero.finance. YOUR CANCELLATION MUST BE RECEIVED BEFORE THE RENEWAL DATE IN ORDER TO AVOID CHARGE FOR THE NEXT SUBSCRIPTION PERIOD.

4.4 **Delinquent Accounts**. Zero Labs may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees. If your payment method is no longer valid at the time a renewal Subscription Fee is due, then Zero Labs reserves the right to delete your account and any information or Customer Content (defined below) associated with your account without any liability to you.

5. Licenses

5.1 **Limited License**. Subject to your complete and ongoing compliance with these Terms, Zero Labs grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service.

5.2 **License Restrictions**. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service; (b) make modifications to the Service; or (c) interfere with or

circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, then you may not use it.

5.3 **Feedback**. We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant Zero Labs an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

6. Third-Party Terms

6.1 **Third-Party Services and Linked Websites**. Zero Labs may provide tools through the Service that enable you to export information, including Customer Content, to third-party services. By using one of these tools, you hereby authorize that Zero Labs to transfer that information to the applicable third-party service. Third-party services are not under Zero Labs's control, and, to the fullest extent permitted by law, Zero Labs is not responsible for any third-party service's use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under Zero Labs's control, and Zero Labs is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any Customer Content or information with such third-party services. Once sharing occurs, Zero Labs will have no control over the information that has been shared.

6.2 **Third-Party Software**. The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("**Third-Party Components**"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

7. Customer Data; Customer Content

7.1 **Use of Customer Data**. You hereby grant Zero Labs a non-exclusive, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, publicly display, modify, and create derivative works from any data or information that you submit to the Services under these Terms ("**Customer Data**") only as necessary to: (a) provide the Service; (b) derive or generate derive, generate, create or compile information generated from use of the Service, which does not identify you ("**Usage Data**") solely to (i) track use of Service for billing purposes; (ii) provide support for Service; (iii) monitor the performance and stability of the Service; (iv) prevent or address technical issues with the Service; (v) training and improving the Service and other Zero Labs offerings; and (vi) for all other lawful business practices, such as analytics, benchmarking, and reports; and (c) as otherwise required by applicable law or as agreed to in writing between the parties.

7.2 **Customer Content**. Certain features of the Service may permit you to submit, upload, or otherwise transmit certain Customer Data to the Service in order to receive certain content generated by artificial intelligence as output ("**Output Content**" and together with Customer Data, "**Customer Content**"). As between the parties, you retain any intellectual property rights and other proprietary rights that you hold in the Customer Content, subject to the licenses granted in this Agreement. Subject to this Agreement, (a) we hereby assign you all right, title, and interest in and to your Customer Content; provided however, that we will retain all intellectual property rights that we own or have an interest in, prior to, or separate from the generation of your Customer Content, which includes the Service and any Zero Labs IP (as defined in Section 7.4); and (b) to

the extent any Customer Content provided to you includes any embedded Zero Labs IP, then we grant you a license solely to the extent necessary for you to use Customer Content in accordance with this Agreement.

7.3 **Customer Content Disclaimer**. Zero Labs does not review or monitor Output Content or any Customer Content. For the avoidance of doubt, Zero Labs will not be deemed to make any statements or claims or provide any advice or analysis based on such Customer Content, except as part of investment advisory services that Zero Labs provides to you under a separate investment advisory agreement. You are solely responsible for all uses of the Customer Content and evaluating the Customer Content for accuracy and appropriateness for your use case, including by utilizing human review as appropriate. Customer acknowledges that due to the nature of the Service and artificial intelligence generally, Output Content may not be unique and other users may receive similar content from our Service. Responses that are requested by and generated for other users are not considered your Output Content, no matter how similar. Any assignment of Output Content to you does not extend to other users' output or any content delivered as part of a third-party offering or any third-party contained therein. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against us with respect to Customer Content, including any assertion that output generated by the Service for another user is owned by you. We may, however, at any time and without prior notice, screen, remove, edit, or block any Customer Content that in our sole judgment violates this Agreement, is alleged to violate the rights of third parties, or is otherwise objectionable.

7.4 **Reservation of Rights**. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for your use rights in this Agreement, Zero Labs and its licensors retain all intellectual property rights and other rights in the Service, Usage Data, Feedback, and Zero Labs's technology, including any templates, formats, dashboards, visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, AI Content (excluding any of your Customer Data or Customer Content received and generated through use in compliance with this Agreement) and all other elements of the Service provided by Zero Labs, and any modifications or improvements to these items made by us (collectively, "**Zero Labs IP**").

7.5 **Customer Content Representations and Warranties**. You must not provide or submit Customer Data if you are not the owner of or are not fully authorized to grant rights in all of the elements of that Customer Data. Zero Labs disclaims any and all liability in connection with Customer Content. You are solely responsible for your Customer Content and the consequences of providing Customer Content via the Service. By providing Customer Data to the Service and receiving Output Content via the Service, you affirm, represent, and warrant to us that:

(a) you are the creator and owner of the Customer Content, or have the necessary licenses, rights, consents, and permissions to authorize Zero Labs and users of the Service to collect, access, use, disclose, transfer, transmit, store, host, or otherwise distribute your Customer Data as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Zero Labs, the Service, and these Terms;

(b) your Customer Content, and the use of your Customer Content as contemplated by these Terms, does not and will not: (i) infringe, violate, misappropriate, or otherwise breach any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Zero Labs to violate any law or regulation or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and

(c) your Customer Content could not be deemed by a reasonable person to be objectionable, profane, indecent, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

8. Communications

8.1 **Email**. We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

9. Prohibited Conduct. BY USING THE SERVICE, YOU AGREE NOT TO:

9.1 use the Service for any illegal purpose or in violation of any local, state, national, or international law;

9.2 violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;

9.3 access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Zero Labs;

9.4 interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;

9.5 interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;

9.6 perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, accessing any other Service account without permission;

9.7 sell or otherwise transfer the access granted under these Terms or any Zero Labs IP (as defined in Section 7.4) or any right or ability to view, access, or use any Zero Labs IP; or

9.8 attempt to do any of the acts described in this Section 9 (*Prohibited Conduct*) or assist or permit any person in engaging in any of the acts described in this Section 9 (*Prohibited Conduct*).

10. Modification of Terms. We may, from time to time, change these Terms. Please check these Terms periodically for changes. Revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. We may require that you accept modified Terms in order to continue to use the Service. If you do not agree to the modified Terms, then you should remove your Customer Content and discontinue your use of the Service. Except as expressly permitted in this Section 10 (*Modification of Terms*), these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms.

11. Term, Termination, and Modification of the Service

11.1 **Term**. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 11.2 (*Termination*).

11.2 **Termination**. If you violate any provision of these Terms, then your authorization to access the Service and these Terms automatically terminate. In addition, Zero Labs may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination. You may terminate your account and these Terms at any time by using the methods on the Service or by contacting customer service at support@zero.finance.

11.3 **Effect of Termination**. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Zero Labs any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 5.3 (*Feedback*), 7.4 (*Reservation of Rights*), 11.3 (*Effect of Termination*), 12 (*Indemnity*), 13 (*Disclaimers; No Warranties by Zero Labs*), 14 (*Limitation of Liability*), 15 (*Dispute Resolution and Arbitration*), and 16 (*Miscellaneous*) will survive. You are solely responsible for retaining copies of any Customer Content since upon termination of your account, you may lose access rights to such Customer Content. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Service using a different name, email address or other forms of account verification.

11.4 **Modification of the Service**. Zero Labs reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Zero Labs will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service. You should retain copies of any Customer Content so that you have permanent copies in the event the Service is modified in such a way that you lose access to Customer Content.

12. **Indemnity**. To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Zero Labs, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "**Zero Labs Entities**") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Service; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (3) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (4) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

13. Disclaimers; No Warranties by Zero Labs

13.1 THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. ZERO LABS DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B)

ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. ZERO LABS DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND ZERO LABS DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

13.2 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ZERO LABS ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE ZERO LABS ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING CUSTOMER CONTENT.

13.3 You understand that the Service uses artificial intelligence and machine learning to provide general tax and accounting information based on your Customer Data, and the Service may use artificial intelligence to generate Output Content. You agree to review all Customer Content to determine whether such Customer Content is accurate or sufficient for your use. GENERAL EDUCATIONAL, TAX, ACCOUNTING, AND SOFTWARE CONTENT ON THE SERVICE IS PROVIDED FOR INFORMATIONAL PURPOSES AND IS NOT INDIVIDUALIZED INVESTMENT, TAX, OR LEGAL ADVICE. WHEN ZERO LABS PROVIDES INVESTMENT ADVISORY SERVICES TO YOU UNDER AN INVESTMENT ADVISORY AGREEMENT, ZERO LABS ACTS AS AN INVESTMENT ADVISER AND IS SUBJECT TO THE DUTIES APPLICABLE TO THAT RELATIONSHIP, AND NOTHING IN THESE TERMS WAIVES OR LIMITS THOSE DUTIES. WITH RESPECT TO SUCH GENERAL CONTENT, YOU ACKNOWLEDGE AND AGREE THAT (A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK; (B) ALL OUTPUT CONTENT ON THE SERVICE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT SERVE AS A SUBSTITUTE FOR THE ADVICE OF AN ACCOUNTING OR TAX PROFESSIONAL; AND (C) ZERO LABS WILL NOT BE LIABLE FOR ANY INACCURATE CUSTOMER CONTENT OR ANY CONSEQUENCES RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION THAT YOU MAY TAKE BASED ON CUSTOMER CONTENT.

13.4 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 13 (*DISCLAIMERS; NO WARRANTIES BY ZERO LABS*) APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Zero Labs does not disclaim any warranty or other right that Zero Labs is prohibited from disclaiming under applicable law.

14. Limitation of Liability

14.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE ZERO LABS ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY ZERO LABS ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

14.2 EXCEPT AS PROVIDED IN SECTIONS 15.5 (*COMMENCING ARBITRATION*) AND 15.7 (*ARBITRATION RELIEF*) AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE

AGGREGATE LIABILITY OF THE ZERO LABS ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO ZERO LABS FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM AND (B) US$100.

15. Dispute Resolution and Arbitration

15.1 **Generally**. Except as described in Section 15.2 (*Exceptions*) and 15.3 (*Opt-Out*), you and Zero Labs agree that every dispute arising in connection with these Terms, the Service, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ZERO LABS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

15.2 **Exceptions**. Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

15.3 **Opt-Out**. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 15 (*Dispute Resolution and Arbitration*) within 30 days after the date that you agree to these Terms by sending a letter to Zero Labs, Inc., Attention: Legal Department – Arbitration Opt-Out, 255 Berry St, APT 416 San Francisco, CA 94158 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration ("**Opt-Out Notice**"). Once Zero Labs receives your Opt-Out Notice, this Section 15 (*Dispute Resolution and Arbitration*) will be void and any action arising out of these Terms will be resolved as set forth in Section 16.2 (*Governing Law*). The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

15.4 **Arbitrator**. This arbitration agreement, and any arbitration between us, is subject the Federal Arbitration Act and will be administered by the JAMS under the rules applicable to consumer disputes (collectively, "**JAMS Rules**") as modified by these Terms. The JAMS Rules and filing forms are available online at www.jamsadr.com, by calling the JAMS at +1-800-352-5267 or by contacting Zero Labs.

15.5 **Commencing Arbitration**. Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Notice of Arbitration**"). Zero Labs's address for notice is: Zero Labs, Inc., 255 Berry St, APT 416 San Francisco, CA 94158. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Zero Labs may commence an arbitration

proceeding. If you commence arbitration in accordance with these Terms, Zero Labs will reimburse you for your payment of the filing fee, unless your claim is for more than US$10,000 or if Zero Labs has received 25 or more similar demands for arbitration, in which case the payment of any fees will be decided by the JAMS Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules and the other party may seek reimbursement for any fees paid to JAMS.

15.6 **Arbitration Proceedings**. Any arbitration hearing will take place in the county and state of your residence unless we agree otherwise or, if the claim is for US$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the JAMS Rules in the county (or parish) of your residence. During the arbitration, the amount of any settlement offer made by you or Zero Labs must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

15.7 **Arbitration Relief**. Except as provided in Section 15.8 (*No Class Actions*), the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an amount higher than the last written settlement amount offered by Zero Labs before an arbitrator was selected, Zero Labs will pay to you the higher of: (a) the amount awarded by the arbitrator and (b) US$10,000. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.

15.8 **No Class Actions**. YOU AND Zero Labs AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Zero Labs agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

15.9 **Modifications to this Arbitration Provision**. If Zero Labs makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to Zero Labs's address for Notice of Arbitration, in which case your account with Zero Labs will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

15.10 **Enforceability**. If Section 15.8 (*No Class Actions*) or the entirety of this Section 15 (*Dispute Resolution and Arbitration*) is found to be unenforceable, or if Zero Labs receives an Opt-Out Notice from you, then the entirety of this Section 15 (*Dispute Resolution and Arbitration*) will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 16.2 (*Governing Law*) will govern any action arising out of or related to these Terms.

16. Miscellaneous

16.1 **General Terms**. These Terms, including the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and

agreement between you and Zero Labs regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms, including with respect to your Customer Content, at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to." If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

16.2 **Governing Law**. These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and Zero Labs submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in California, and we make no representation that materials included in the Service are appropriate or available for use in other locations.

16.3 **Privacy Policy**. Please read the Zero Labs Privacy Policy https://supabase.zero.finance/storage/v1/object/public/assets/Zero_Privacy_Policy.pdf (the "**Privacy Policy**") carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Zero Labs Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

16.4 **Additional Terms**. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the "**Additional Terms**"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

16.5 **Consent to Electronic Communications**. By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

16.6 **Contact Information**. The Service is offered by Zero Labs, Inc., located at 255 Berry St, APT 416 San Francisco, CA 94158. You may contact us by sending correspondence to that address or by emailing us at support@zero.finance.

16.7 **Notice to California Residents**. If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

16.8 **No Support**. We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.

16.9 **International Use**. The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States.

Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.