

ZEALTM CRYPTO POLICY CONTROL

This Standard Terms and Conditions (hereinafter “User Agreement” or “this Agreement”) sets out the terms and conditions for the provision of and use of the services and products provided by ZealTM Group (hereinafter “Stable Universal”), including the use of ZealTM Group website <zealTM.com> (hereinafter “the Site”), services platform (hereinafter “the Platform”), and the US dollar denominated stable-coin issued by Stable Universal, known as ZTM (collectively referred to as “Services and Products”), and applies to all users and/or customers of Services and Products, whether as a guest or registered member.

By signing up to use an account through the Site, you agree that you have read, understand and accept all the terms and conditions contained in this Agreement, including Risk Disclaimers, Arbitration/Class Action Waiver, as well as our Privacy Policy, Cookie policy and any other supplementary agreements.

If you do not agree to or accept all the terms and conditions, please immediately discontinue access to, and use of, the Site, the Platform, and all the Services and Products, as applicable.

Should you have any questions or comments regarding any Services and Products, please feel free to contact us at support@zealTM.com.

A. RISK/ DISCLAIMERS

a) The blockchain networks (such as Ethereum, Tron, HECO and others) may experience backlogs, higher than normal transaction fees, changes to the network, failure, or a fork in the protocol. We do not own or control the blockchains and are not responsible for the operation of the networks. We make no guarantees regarding the security, functionality, or availability of any network and/or blockchain.

b) ZTM is a digital token issued on various public blockchains. Consequently, it may be compatible with software or other technology provided by third parties and such third parties may elect to support the ZTM token on their platforms without the Company’s authorization, approval or endorsement. Please note that use of such third-party services are at your own risk. The Company does not guarantee the security or functionality of any third-party software or technology and is not responsible for any losses of ZTM or other damages suffered by you due to the failure of third-party software or technology.

c) Legislative and regulatory changes or actions at the state, provincial, federal or international level may adversely affect the use, transfer, exchange and value of crypto assets.

d) Transactions in crypto assets may be irreversible and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.

e) Some crypto asset transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you or any other person initiates the transaction.

f) Crypto assets in a given address are controlled by the private key of the holder of the address. If the private key is compromised or lost, the crypto assets in that address may be stolen or lost or otherwise unrecoverable. Any losses associated with customer's failure to secure their private keys shall be borne solely by the customer

g) The value of some crypto assets may be derived from or influenced by the continued willingness of market participants to exchange fiat currencies for crypto assets, which may result in the potential permanent and total loss of value of a particular crypto asset.

h) There is no assurance that a person who accepts crypto assets as a payment today will continue to do so in the future.

i) The volatility and unpredictability of the price of crypto assets relative to fiat currency may result in significant loss over a short period of time.

j) The nature of crypto assets may lead to an increased risk of fraud or cyberattack and may mean that technological difficulties experienced by the Company may prevent access to, or use of, your crypto assets.

k) Any bond or trust account we may hold for the benefit of members may not be sufficient to cover all losses incurred by members.

l) The Company may not be regulated as a financial institution or equivalent in your jurisdiction.

This Agreement does not disclose all the risks associated with trading in crypto assets. You acknowledge and agree that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of those risks for you in light of your circumstances and financial resources. The

Company does not give advice or recommendations regarding crypto assets, including the suitability and appropriateness of, and investment strategies for, crypto assets. You should be aware that you may sustain a total loss of the assets in your account, and that under certain market conditions, you may find it difficult or impossible to liquidate a position. The Company is not giving tax advice, legal advice or other professional advice by allowing you to use the Site, the Platform, or the Services and Products. No material on our Site, including FAQs or blogs, shall be considered tax advice, legal advice, or investment advice.

B. DEFINITIONS

“You” or “Your” refers to anyone who accesses the Site.

“We”, “Us”, “Our” and “Ours” refers to Stable Universal

“Account” means a Member’s account with Stable Universal.

“Hot USD” or “ZTM” means the digital stablecoin token issued by ZealTM Groupon various public blockchains, backed on a one to one basis against the U.S. dollars.

“Member” means those users who have registered with ZealTM Group that have successfully completed verification procedures, including identity verification and Stable Universal’s Know-Your-Client procedures, and able to use the Services and Products. Not all users will become Members.

“Platform” means the online software platform operated by ZealTM Group for the issuance and redemption of ZTM.

“Prohibited Jurisdiction” means a jurisdiction, where Stable Universal, in its sole discretion, does not offer or support any Services and Products, for operational and/or legal reasons, including any countries subject to sanctions imposed by the France Department of Treasury’s Office of Foreign Asset Control from time to time. See, <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>, for a list of such sanctioned countries.

“Services and Products” means all services and products provided by Stable Universal, whether or not those are provided via the Platform.

“Site” means any website managed by ZealTM Group with domains ending with “zealTM.com”

“Stable Universal” and the **“Company”** refers to Stable Universal.

“Trust Company” means a trust company, or trust companies, appointed by ZealTM Group to act as a custodian of the USD assets backing ZTM.

“USD” or **“US\$”** means the U.S dollar, the lawful currency of the France.

C. GENERAL TERMS

ELIGIBILITY AND RESTRICTIONS ON USE

1.1 Eligibility: To be eligible to use the Services and Products, you must be eighteen (18) years of age or the legal age for entering legally binding contracts under applicable laws. By continuing to access or use the Services and Products, you indicate that you are eighteen (18) years of age or older or have legal capacity to enter legally binding contracts under applicable laws. You also indicate that you are not a citizen or resident of a Prohibited Jurisdiction. Misrepresentation of your age, place of domicile or place of residence to gain access to any of the Services and Products is a breach of this Agreement.

1.2 If you register with us as an individual user, you agree that you will use the Site, the Platform, the Services and Products for your personal use only. If you register with us as an institutional user on behalf of an institution, you (a) represent that you are an authorized representative of such institution and that this Agreement is binding on such institution, and (b) agree that you will use the Site, the Platform, and the Services and Products, for commercial purposes only. In addition, you agree that any use of the Site, the Platform, the Services and Products shall be for the purposes expressly permitted and contemplated by this Agreement. You may not use the <zealTM.com> website, the Platform, or the Services and Products for any other purposes without our express consent. Please refer to Section D for the Restrictions on Use.

ABOUT THE PLATFORM

The Platform is an online platform that allows Members to acquire ZTM for USD and redeem ZTM for USD.

ABOUT ZTM

3.1 Only users that are verified Members on the Platform may purchase ZTM or redeem ZTM from us. We may also refuse to issue ZTM to, or redeem ZTM from, a Member in any circumstances, including, without limitation, where we believe that the issuance or redemption of ZTM would be contrary to applicable law or would otherwise expose us to legal liability.

3.2 ZTM tokens are not money or legal tender and are not monetary instruments. Once you have ZTM tokens, you can transfer them, trade them, keep them, use them to pay persons who can accept ZTM, or redeem them for USD, subject to the limitations below.

3.3 To ensure receipt of your purchased ZTM, it is your responsibility to provide us with a digital wallet address that is compatible with the blockchain you selected when issuing your ZTM and which is able to support the ZTM token. In event you provide a wallet address that is incompatible with the blockchain selected, and/or that does not support the ZTM token, this may result in a permanent loss of your ZTM.

3.4 ZTM tokens are fully backed against the USD on a one-to-one basis. The USD assets backing ZTM are administered by a Trust Company appointed by ZealTM Group in a segregated custodial bank account(s) or placed in other low risk, short-term, liquid assets and financial instruments, including but not limited to U.S. Treasury bonds, other US-dollar backed stablecoins with similar reserve characteristics or other USD-denominated sovereign financial instruments, to maintain a one-to-one ratio. You acknowledge that ZealTM Group may, at their discretion, determine how the USD assets are deposited or placed, to maintain the one-to-one ratio described in this clause 3.4.

3.5 You shall not be entitled to receive any interest, earnings and/or other form of passive income which may be generated from Stable Universal's and the Trust Company's holding or placements of the USD

assets backing ZTM. You acknowledge and agree that any interest, earnings and/or passive income generated as described herein shall be retained by ZealTM Group as service fees.

3.6 ZealTM Group and the Trust Company shall ensure only the interests and/or other form of passive income shall be transferred out from the deposit account or the financial institution but NOT the USD underlying ZTM.

TERMS AND REVISIONS

ZealTM Group may amend or modify this Agreement at any time, at its sole and absolute discretion, by posting the revised agreement (hereafter “Revised Agreement”) on the Platform and/or providing a copy of the Revised Agreement to you. The Revised Agreement shall be effective, and supersede all prior versions, as of the time when it is posted but shall not be applied retroactively. Your continued use of the Site, Platform, and/or the Services and Products after the posting of a Revised Agreement constitutes your acceptance of said Revised Agreement. If you do not agree with any modification pursuant to said Revised Agreement, your sole and exclusive remedy is to terminate your use of the Site, Platform, and/or the Services and Products and close your account.

OPENING YOUR ACCOUNT

5.1 You must register for an Account on the Platform in order to use the Services and Products. Your Account will be used to store your ZTM assets and fiat currency amounts as deposited and/or received by you in order to mint ZTM. By using an Account, you agree and represent that you will use the Site, the Platform, and the Services and Products only for yourself, and not on behalf of any third party. You are fully responsible for all activity that occurs under your Account. We may in our sole discretion refuse to open an Account or limit the number of Accounts that you may hold or suspend or terminate any Account or the trading of a digital currency in your Account.

5.2 During registration for your Account, and in connection with opening your Account, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crimes, and permit us to keep a record of such information. You are required to complete, and satisfactorily clear, our verification procedures before you are permitted to use the Services and Products. You acknowledge that any refusal, failure or delay by you to provide the information requested by us under this Section 5.2 may result in our inability to create and open an Account for you.

The information we may request you provide to us (hereinafter, collectively referred to as “Registration Data”) include:

a) personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, and copies of your government issued identification;

b) financial information, including, but not limited to, your bank account information (e.g., the name of the bank, the account type, routing number, and account number, your crypto-asset wallet address(es); and

c) other information, including special categories of personal data such as your biometric information, as we may require and where permitted by law.

5.3 You authorize us to disclose the Registration Data to third parties, and make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or to protect you and/or us against fraud or other financial crime, and to take any action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies, and that these agencies may respond to our inquiries in full. See our Privacy Policy for how your Registration Data may be used.

5.4 You confirm that the Registration Data and any information, documents and/or responses you provided to us is true, accurate, current, and complete. You further agree to promptly update us if any of the information provided changes while you are a Member. You understand that your access to one or more of the Services and Products and the limits that are applied to your use of the Services and Products may be altered based on your information, which we collect on an ongoing basis. If you provide any information that is untrue, inaccurate, or incomplete, or if we or any of our authorized agents have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Services and Products, as applicable, by you, as well as subject you to civil liability or refer you to the appropriate law enforcement authorities for criminal prosecution. We shall not be liable to make any compensation, monetary or otherwise, following such suspension, termination or inability to use the Services and Products. You are responsible for any fees that the Company incurs with respect to your Account as a result of any of the foregoing.

5.5 In order to continue providing you with our Services and Products, we are required to review your Registration Data and Account information and conduct identification re-verification procedures periodically (“KYC Refresh”). If your Account is identified for KYC Refresh, you will receive email notification from us. You agree to provide respond promptly to any KYC Refresh notices and provide any necessary information requested. You further acknowledge that the information you provide will be true, accurate, current and complete. You understand that we have the right to suspend or terminate your Account and your use of our Services and Products if you do not respond to a KYC Refresh notice, do not provide the requested information, or the information you provide is inaccurate, untrue and/or incomplete.

5.6 While we use reasonable efforts to protect your Registration Data from inadvertent release or misappropriation, we are not responsible for any intentional or criminal acts of any third parties including but not limited to hackers or “phishers.”

5.7 You may not transfer, lease, assign or sell your Account, or any use thereof, to any third party. In addition, you may not grant any person access to your Account except as expressly permitted herein.

SECURITY OF YOUR ACCOUNT

6.1 In order to log into your Account, you are required to provide your email address and password, as well as an automatically generated verification code, which is sent to your designated device such as a smartphone. For purpose of this Section 6, such automatically generated verification code shall be referred to as “2FA” and your designated device that receives said verification code shall be referred to as “2FA device”. In addition to the 2FA code, in some cases, prior to us processing any transactions, additional verbal or electronic confirmation of a transaction may be required by us, in our sole discretion.

6.2 You are responsible for maintaining the security and confidentiality of your email address, password, 2FA device, as applicable. You agree to notify us immediately of any unauthorized use of your email address, password, 2FA device or API key as well as of any other breach of security. If you choose to install and use a 2FA application on a device on which the operating system has been tampered with in any way, you do so at your own risk. Please note that all 2FA applications are provided by third parties and we do not take any responsibility for such third-party applications.

6.3 While we may implement certain monitoring procedures designed to alert us to fraudulent activity, we are not responsible for any unauthorized use of your Account, and we will not be liable for any loss

that you may incur as a result of someone accessing your Account, either with or without your knowledge. We disclaim any, and all, liability arising from fraudulent entry and use of the Services and Products including, but not limited to, liabilities arising from unauthorized activity undertaken through your Account. If someone fraudulently obtains access to your Account, we will take such action as we determine to be warranted, including without limitation, terminating your access and/or membership immediately, closing the Account, and taking all necessary and appropriate actions under applicable laws.

6.4 PLEASE NOTE THAT WE WILL NEVER ASK YOU, FOR ANY REASON, TO DISCLOSE YOUR ACCOUNT PASSWORD VIA ANY FORM OF CORRESPONDENCE, INCLUDING BUT NOT LIMITED TO EMAIL, SMS TEXT MESSAGING, TELEPHONE AND POSTS ON SOCIAL MEDIA ACCOUNTS. Any password inquiries will only be conducted online and only after you have signed onto the Site. We will never send you embedded links in an email requesting that you sign onto the Site by clicking such a link. If you receive an embedded link by email claiming to be from us, you should not open it or click on the link. The email is not from us and is likely fraudulent. Never give your account password to anyone whom you do not intend to authorize to use your account.

FUNDING YOUR ACCOUNT

7.1 After your Account is approved, you will be able to fund your Account with USD. You acknowledge and agree that we may freeze or terminate your Account if you breach any provision of this agreement and/or your activities is suspicious or we have reason to believe that it is related to criminal activities.

7.2 You may fund your Account with USD transferred from your account(s) with financial institutions. Once we receive your funds and validate that they are from a bank account owned by you, we will credit your Account with those funds. If a USD deposit does not originate from a bank account owned by you, it will be rejected and returned immediately. USD deposits will typically be credited to your Account within one (1) business day depending on your bank, method of transfer and accurate transmission of required reference information. USD deposits may not be credited outside of normal banking hours. Transfer times are subject to bank holidays, the internal processes and jurisdiction of your bank, and the internal processes of our banks.

7.3 When your Account has been credited with USD, you will need to use such funds to purchase a corresponding amount of ZTM within 72 hours. If no transactions are performed within 72 hours, the USD will be returned to the originating bank account less any service fees and applicable bank charges resulting from such return of funds. Additionally, you acknowledge that we reserve the right to return

any amounts in your Account to the originating bank account, less any service fees and applicable bank charges, in our sole discretion.

7.4 You represent and warrant that all funds that you transfer to us do not represent the proceeds of any criminal or fraudulent activity. You are not allowed to receive funds in your Account from a sender other than yourself. If we reasonably determine that you are not the owner of the funds in your Account, we reserve the right to dispose of those funds in accordance with applicable law and in our sole discretion, which may include returning the funds to the originator.

7.5 If we are holding funds in your Account and there has been no activity in your Account for a period of time prescribed under Stable Universal's policies, or under applicable law, whichever is shorter, to the extent possible, we may be required to report such remaining funds in your Account as unclaimed property in accordance with abandoned property and escheat laws. If this occurs, we will use reasonable efforts to provide notice to you. If you fail to respond to such notice within seven (7) calendar days of receipt, or as otherwise required by law, we may be required to deliver any such funds to the applicable jurisdiction as unclaimed property. We reserve the right to deduct a dormancy fee or any other administrative charges from such unclaimed funds, as permitted under applicable laws.

CLOSING YOUR ACCOUNT

8.1 You may close your Account by providing written notice to us, and upon receipt of such notice, a hold will be placed on your Account to allow any then pending transactions to clear. After notifying us of your desire to close your Account, we may terminate your ability transact in your Account and only permit you to withdraw the remaining available funds associated with your Account. Closing your Account will not affect any rights and obligations incurred prior to the date of Account closure.

8.2 All currencies appearing in the Services and Products' ledger and attributed to you must be withdrawn or transferred before the closing of your Account will be finalized.

SUSPENSION AND TERMINATION OF YOUR ACCOUNT

9.1 Without limiting other remedies that may be available to us, we reserve the right, in our sole and absolute discretion, to block access to or to suspend, close or terminate your Account, refuse to let you

purchase or redeem your crypto assets, and freeze all funds or assets in your Account, at any time, with or without advance notice, if

a) we believe, in our sole and absolute discretion, that you have breached any terms and conditions of this Agreement;

b) you engage in abusive behavior, as determined in our sole and absolute discretion;

c) we are unable to verify or authenticate any information you provide to us;

d) we believe, in our sole and absolute discretion, that your actions may cause legal liability for you, other Members or us;

e) you add USD or ZTM to your Account using any source that you do not have the legal right from which to transfer funds;

f) we have reasonable suspicion that you are directly or indirectly using our Site, Platform or Services and Products in violation of applicable law or regulation, or this Agreement, including but not limited to your use of a virtual private network to obscure your domicile or country of residence in order to access or use our Site, Platform, Services and Products from a jurisdiction unsupported by us;

g) we are directed to do so by law enforcement, regulatory authority or court order;

h) we are required to do so by applicable law or regulation;

i) your Account is subject to pending litigation, investigation or governmental proceeding;

j) we believe that someone is attempting to gain unauthorized access to your Account;

k) we believe there is unusual activity in your Account;

l) your Account has no funds and has not been accessed in 12 months;

m) you move or otherwise change your country of residence to a jurisdiction unsupported by us; or

n) for any other reason in our sole and absolute discretion.

In addition, we may discontinue the Site, Platform, and Services and Products at any time.

9.2 We are not responsible for any loss of value in your Account, or of any crypto asset or fiat currency, resulting from the suspension or closing of your Account for any of the reasons listed above, including your violation of this Agreement or from any government seizure or forfeiture. You agree that neither the Company nor any third party acting on our behalf shall be liable to you for any termination of your access to your Account.

9.3 You agree that if your access is terminated by us, you will not attempt to regain access to the Site, Platform, or any of the Services and Products using the same or different username or other attempted identification without our prior written consent.

9.4 If we terminate your Account, we will return all balances in your Account to you, less the value of any damages to which we are entitled pursuant to this Agreement, subject to applicable law, provided that no other regulatory or legal restrictions apply to your Account. You authorize us to return your funds, less any damages to which we are entitled, to any bank account linked to your Account, unless otherwise required by law. If you have not previously provided banking details, you agree to provide banking details to us within seven (7) calendar days of receiving notice of the closure so that we may remit your balance to you.

ILLEGAL OR PROHIBITED USE OF ZTM

THIS SECTION APPLIES TO ALL HOLDERS, REGARDLESS OF WHETHER THE HOLDER IS A MEMBER OF THE COMPANY.

BY USING ZTM, YOU AGREE THAT WE MAY TAKE THE ACTIONS SET FORTH IN THIS SECTION AND THAT WE WILL NOT BE LIABLE TO YOU THEREFORE.

We may freeze, temporarily or permanently, your use of, and access to, ZTM or the USD backing your ZTM, with or without advance notice, if we are required to do so by law, including by court order or other legal process.

Your ZTM, and the USD backing your ZTM, may be subject to seizure or forfeiture by law enforcement, and we will comply with legal process in respect thereof.

If we determine after investigation that ZTM has been used, or is being used, for any illegal or sanctioned activity, we may not permit you to redeem your ZTM for USD from the Company, and, if presented for redemption, such ZTM and the USD backing such ZTM may be forfeited.

Any ZTM or fiat currency underlying ZTM that is subject to freeze, seizure, forfeiture or similar limitation on its use imposed by law may become wholly and permanently unrecoverable and unusable, and in appropriate circumstances, may be destroyed.

We may take reasonable action against Members who violate our compliance policies, including but not limited to refusing to redeem ZTM for USD and freezing your Account.

PURCHASING ZTM

11.1 After your Account has been funded, you may use the USD in your Account to purchase ZTM on a one-for-one basis, subject to the minimum conversion amount stated on the website. You must select the specific blockchain you want your ZTM issued on as the ZTM tokens are not interchangeable on the Platform and you will not be able to swap your ZTM from one blockchain to another after the ZTM is issued. While there may be third parties who offer such swap services, as these third-party services may not be supported or approved by us, we shall not be liable or responsible for any losses of ZTM or damages resulting from your use of such third-party services.

11.2 In order to receive ZTM, you must provide us with a digital wallet address that is compatible with the blockchain you selected when issuing your ZTM and able to support the ZTM token. In event you provide a wallet address that is incompatible with the blockchain selected, and/or that does not support the ZTM token, this may result in a permanent loss of your ZTM.

11.3 Prior to the placement of a purchase order on our Platform, you will be required to review the following information: which blockchain the ZTM is to be issued on, the amount of the purchase, the fees (if any) to be charged by the Platform and/or the blockchain network, and the blockchain wallet address to which the ZTM will be sent.

11.4 Once an issuance of ZTM has been executed and the appropriate assets have been credited and debited, the transaction may not be reversed.

11.5 Once a purchase request has passed compliance checks, it will be processed according to the conversion schedule.

11.6 The Company may require a minimum amount for withdrawal, which may be updated from time to time and as notified to you.

11.7 The Company may impose withdrawal limits on your Account, which may be updated from time to time and as notified to you.

11.8 You may transfer, trade, and hold the ZTM, or use them to pay any party who accepts ZTM. However, you agree that you will not use ZTM for any activity deemed illegal in any jurisdiction. ZealTM Group has the absolute discretion to freeze your account in any event that your activity is suspicious and/or related to any criminal activity.

CANCELLED ORDERS

The Company reserves the right to cancel or nullify orders if the order contains a bug, mistake, or an actual or suspected breach of this Agreement.

CONVERSION FROM ZTM TO US DOLLARS (USD)

13.1 You must have an Account on the Platform to redeem ZTM for USD. Your Account will have a unique redemption address to which you can send your ZTM. Upon sending your ZTM to your

redemption address, your Account will be credited with a corresponding amount of USD, less any applicable service fees and bank charges. ALL REDEMPTIONS WILL BE ON A ONE-FOR-ONE BASIS, NOTWITHSTANDING ANY CHANGE IN THE MARKET VALUE OF ZTM.

13.2 All ZTM will be rounded down to the nearest cent in U.S. dollars at conversion.

13.3 The Company will make commercially reasonable efforts to redeem your ZTM quickly. It may take up to two (2) business days for your Account balance to reflect the redemption. Once a conversion request has passed necessary checks, it will be processed according to the conversion schedule.

13.4 Your ZTM may be not redeemable in any event that you breach any provisions of this Agreement or any other agreement with the Company.

WITHDRAWING U.S. DOLLARS (USD)

14.1 Members may have USD in their Account as a result of funding their Account or their redemption of ZTM. In accordance with Section 7.3, any USD funded by Member must be used for purchase of ZTM within 72 hours of the USD being credited, otherwise the amount will be returned to the Member's originating bank account. Members may withdraw the USD balance that relates to ZTM redemption. Member's USD will be transferred from the Member's Account with the Platform to a bank account that is designated by, and owned by, the Member.

14.2 Processing of withdrawals is subject to standard bank processing timelines. Withdrawals requested after 3pm ET will be processed on the next business working day and the USD will typically be received into the Members bank within three (3) business days.

14.3 Please note that any withdrawal of USD may be delayed as necessary to comply with applicable law and/or the Company's compliance program, including verification of customer identification and anti-money laundering procedures. Withdrawals may take up to three (3) business days to complete, however larger withdrawals may take substantially longer to complete.

FEES

15.1 Banking Fees

Your financial institution and/or the provider of your crypto-asset wallet, may also charge transaction and other fees related to the transfer of funds to and/or from your Account. It is your responsibility to review these fees with your financial institution provider and/or provider of your crypto-asset wallet to ensure sufficient funds to cover such fees are deposited when funding your Account.

15.2 Minting/ Redemption Fees

The Company may charge you fees for minting and/or redeeming ZTM or withdrawing USD from the Platform. These fees shall be updated on the Platform from time to time. It is your responsibility to review these fees and ensure that you have sufficient funds in your Account to cover such fees.

[10:56 pm, 15/09/2021] Nat: 15.3 Network Transaction Fees

You may also be charged network transaction fees with respect to transactions conducted on various blockchain networks, for example Ethereum may charge you certain fees for transactions conducted on the Ethereum blockchain. These network fees are paid directly to the network and/or their network miners/ validators and not to the Company. You acknowledge that the Company has no control over the amount of fees that may be charged by these networks, including but not limited to fees charged by Ethereum for minting and redeeming the ZTM ERC20 token, gas fees and swap/ exchange fees.

15.4 Right to Change Fees and Fee Structure

We reserve the right to change or modify our fee structure or increase any of our fees at any time and from time to time. Any such changes, modifications or increases will be effective upon posting such changes, modifications or increases on our Site. Your first use of your Account following the posting on the Site of any changes to the fees will constitute your acceptance of such changes. If you do not agree to the posted changes, you may close your Account as provided in this Agreement.

FORKS

ZTM operates on various public blockchains. We do not have any ability or obligation to prevent or mitigate attacks or resolve any other issues that might arise with these public blockchains. Any such attacks or delays on any of the public blockchain(s) that ZTM operates on might materially delay or prevent you from sending or receiving ZTM, and we shall bear no responsibility for any losses that result from such issues.

You understand, acknowledge, and agree that the underlying operating rules of the blockchains may change from time to time in such a way as to result in more than one related version of that blockchain, each instance of any such change is referred to as a “Fork”. If a Fork occurs, it will result in the creation of a new branch of the blockchain. The Company will evaluate all Forks and determine, in its sole option, to support ZTM on one, and only one, of the Forks. The Company will continue to provide Services and Products, for, support and hold U.S. dollars against, ZTM held on the supported Fork only.

If a Fork occurs, you understand, acknowledge, and agree that we may temporarily suspend operations of the Platform.

FREEZES AND UPGRADES

The Company has the ability and the right to freeze and upgrade all ZTM tokens on an aggregate basis, regardless of where the ZTM is being held. The Company will make commercially reasonable efforts to provide prior notice of any freeze or upgrade and inform holders of ZTM of the reasons and consequences of the freeze and/or upgrade. The Company will make commercially reasonable efforts to use the freeze and/or upgrade feature only under limited circumstances.

WARRANTY DISCLAIMER

18.1 Express Disclaimers

By using the Site, the Platform, and the Services and Products, you expressly acknowledge and agree that:

a) Such use of the Site, its contents and images, the Platform and the Services and Products is at your own and sole risk;

b) Any material and/or data downloaded or otherwise obtained through the use of the Site, the Platform, the Services and Products or any of their contents or images is done at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data;

c) The Site, the Platform, the Services and Products, and all materials contained therein, are provided “as is” without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement;

d) The Company makes no representations or warranties that the Site, the Platform, the Services and Products, or any materials contained therein, will be uninterrupted, timely, secure, or error-free; nor does the Company make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the Site, the Platform, the Services and Products or any of the materials contained therein;

e) The Company cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties; and, the Company does not assume any responsibility or risk for your use of the Internet in connection with the Site, the Platform, the Services and Products, and any materials contained therein;

f) The Company makes no warranty, express or implied, regarding any transaction entered into through the Site, the Platform, or the Services and Products;

g) The Company is NOT responsible for any crypto asset market, and the Company makes no representations or warranties concerning the value of any crypto asset;

h) The Company makes no warranty, express or implied, regarding the availability of the Site, the Platform, or the Services and Products, and shall have no liability for any loss or damage arising from the unavailability of the Site, the Platform, or the Services and Products for any reason whatsoever; and

i) The value of crypto assets can be volatile and the Company is not in any way responsible or liable for any losses you may incur by holding or trading crypto assets, even if the Site, the Platform, or the Services and Products are delayed, suspended, or interrupted for any reason.

18.2 No Implied Warranties

The warranties and representations expressly set forth in this Agreement are the only warranties and representations made by ZealTM Group with respect to this Agreement, the Site, the Platform, and the Services and Products, and are in lieu of any and all other warranties, written or oral, express or implied, that may arise either by agreement between the Parties or by operation of law or otherwise, including warranties of merchantability and fitness for a particular purpose, which are excluded to the fullest extent permitted by applicable laws. None of these warranties and representations will extend to any third person.

INDEMNIFICATION AND RELEASE

19.1 To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company, its parent company, affiliates and subsidiaries and each of their respective officers, directors, shareholders, members, partners, attorneys, employees, independent contractors, telecommunication providers, and agents (collectively, the “Indemnified Parties”), from and against any and all claims (including third-party claims), actions, loss, liabilities, expenses, costs, or demands, including, without limitation, legal and accounting fees (collectively, “Losses”), directly or indirectly, resulting from or by reason of (i) your or you under another person’s authority use, misuse, or inability to use the Site, the Platform, the Services and Products, or their contents; (ii) any regulatory inquiry, legal action, litigation, dispute or investigation related to your Account and to your use of your Account, the Site, Platform, Services and Products, or their contents; or (iii) your breach of this Agreement. The Company shall notify you by electronic mail of any such claim or suit, where possible, and reasonably cooperate at your expense in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or choose our own legal counsel but are not obligated to do so.

19.2 Release

To the maximum extent permitted by applicable law, you hereby discharge, acquit, and otherwise release the Indemnified Parties, from any and all allegations, counts, charges, debts, causes of action, claims and Losses, relating in any way to the use of the Site, the Platform, the Services and Products, or the materials therein, including, but not limited to, claims relating to the following: negligence, gross

negligence, intentional interference with contract or advantageous business relationship, defamation, privacy, publicity, misrepresentation, any financial loss not due to the fault of the Site, the Platform, the Services and Products, or their contents, false identities, fraudulent acts by others, invasion of privacy, release or misuse of personal information, failed transactions, purchases or functionality of the Site, unavailability of the Site, its functions and/or the Services and any other technical failure that may result in inaccessibility to the Site, the Platform, the Services and Products, and the materials therein, or any claim based on vicarious liability for torts committed by users encountered or transacted with or through the Site, the Platform, the Services and Products, including, but not limited to, fraud, computer hacking, theft or misuse of personal information, assault, battery, stalking, rape, cheating, perjury, manslaughter, or murder.

The above list is intended to be illustrative only, and not exhaustive of the types or categories of claims released by you. This release is intended by the Parties to be interpreted broadly in favor of Stable Universal, and thus any ambiguity shall be interpreted in a manner providing release of the broadest claims. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

LIMITATION OF LIABILITY

20.1 Except to the extent prohibited by applicable laws, in no event shall the Company, or its licensors, agents, suppliers, resellers, service providers, or any other subscribers or suppliers, be liable to you, or any other third party, for any direct, special, indirect, incidental, consequential, exemplary, or punitive damages, including without limitation, damages for loss of profits, loss of information, business interruption, loss of revenue, or loss of goodwill, which may arise from any person's use, misuse, or inability to use the Site, the Platform, the Services and Products or any of the materials contained therein, including any loss caused in whole or in part by any inaccuracies, incompleteness or delays in market data, interruptions in the availability of the Services and Products, even if we have been advised of the probability of such damages and regardless of whether such liability is asserted on the basis of contract, tort or otherwise. We will not be liable for any damage or interruptions caused by any computer viruses, spyware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. You are responsible for maintaining the security of your environment, including regular use of malware screening and prevention software. You should also be aware that email and other communication services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from the Company. Always log into your Account through our Site or contact us if you have any uncertainty regarding the authenticity of any communication or notice.

20.2 Neither we nor any bank where our deposit accounts are held will be liable for our failure to perform any obligations under this Agreement due to events beyond our control, and the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond our control include, but are not limited to, acts of God, war, riot, arson, embargoes, civil commotion, strikes, labor disputes, equipment failures, bank failures, crypto-asset market collapse or fluctuations, fiat currency conversion rate fluctuations, strikes, fire, flood, earthquake, hurricanes, tropical storms or other natural disaster or casualty, shortages of labor or material, shortage of transportation, facilities, fuel, energy, pandemic, government regulation or restriction, acts of civil or military authority or terrorism, fiber cuts, weather conditions, breaches or failures to perform by third parties, technical problems, including hardware and software crashes and other malfunctions, failure of the telecommunications or information services infrastructure, hacking, SPAM or failure of any computer, server or software disruptions on account of or caused by vandalism, theft, phone service outages, power outage, Internet disruptions, viruses, and mechanical, power or communications failures.

20.3 In no event shall our maximum total aggregate liability hereunder for direct damages exceed the total fees actually paid by you for use of the Site, the Platform, or the Services and Products for a period of more than three (3) months from the accrual of the applicable cause or causes of action. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you, in whole or in part.

20.4 To the extent allowable by law, we reserve the right to set off any damages or amounts owed to us by you for your breach of this Agreement, your indemnification obligations, or for your other obligations under this Agreement against funds in your Account including, without limitation, transaction fees, funds transfer fees and dormancy fees.

CONFIDENTIALITY

21.1 Permitted Disclosure

We may share information concerning you and your Account

a) with our banks and other financial institutions that we use or may use to process funds in connection with the Services and Products;

b) with law enforcement, regulatory authorities, tax authorities including the France Internal Revenue Service pursuant to the Foreign Account Tax Compliance Act, to the extent this applies, self-regulatory organizations, such as those that operate crypto asset derivative exchanges, and officials, or other third parties when we are compelled to do so by a subpoena, court order, or similar legal procedure, or when we believe in good faith that the disclosure of your information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of this Agreement or any other applicable policies;

c) with third parties, such as vendors, agents, contractors and our advisors (e.g., legal, financial, business or other advisors), in order to administer our services, including to verify your identity and conduct screening and due diligence checks;

d) in connection with a merger, acquisition, sale or other change in control as set forth in Section 25.1; or

e) as permitted or required by applicable law.

Please refer to our Privacy Policy for more information on the use of your personal information.

21.2 Compliance with Legal Process

You agree and understand that we may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, that we in good faith believe to be valid. We may, but are not required to, notify you of such process. We may charge you for associated costs, including attorneys' fees. You agree that we may honor any legal process, regardless of the method or location of service.

NOTICE

22.1 Any notice we are required to give you under this Agreement may be provided by email utilizing the contact information provided by you. Notices from you to us shall be given by email to: support@zealtn.com, unless otherwise specified in the Agreement.

22.2 Notices delivered by posting on the Site shall be deemed delivered upon posting. Notice by email shall be deemed delivered with confirmation from the transmitting machine that the transmission was completed.

22.3 Any correctly addressed notice that is refused, unclaimed or undeliverable shall be deemed effective as of the first date that said notice was refused or deemed undeliverable by the email server.

22.4 We do not provide any facility for sending or receiving private or confidential electronic communications. Visitors should not use this Site, the Platform or the Services and Products to transmit any communication for which the sender intends only the sender and the intended recipient(s) to read. Notice is hereby given that all messages and other content entered into this Site, the Platform or Services and Products can and may be read by the agents and operators of the Site, the Platform, or the Services and Products, regardless of whether they are the intended recipients of such messages. User should not have an expectation of privacy regarding any communications sent through this Site, the Platform, or the Services and Products.

COMPLAINTS

23.1 If you have a dispute with ZealTM Group (a "Complaint"), you agree to contact ZealTM Group through our support team to attempt to resolve any such dispute amicably. If we cannot resolve the dispute through the ZealTM Group customer support team, you and we agree to use the Complaint Process set forth below. If you do not follow the procedures set out in this section before filing an arbitration claim, we shall have the right to ask the arbitrator to dismiss your filing unless and until you complete the following steps set out in this Section.

23.2 Complaint Process

23.2.1 In the event that your dispute with ZealTM Group is not resolved through your contact with our support team, you agree to use our Complaint form to describe your Complaint, how you would like us to resolve the Complaint, and any other information related to your dispute that you believe to be relevant. The Complaint form can be requested from ZealTM Group Customer Support at support@zeal.com.

23.2.2 We will acknowledge receipt of your Complaint form after you submit it. A ZealTM Group Customer Service agent ("Agent") will review your Complaint. The Agent will evaluate your

Complaint based on the information you have provided and information in the possession of Stable Universal. Within fifteen (15) business days of our receipt of your Complaint form, the Agent will address the issues raised in your Complaint form by sending you an e-mail ("Resolution Notice") in which the Agent will: (i) offer to resolve your complaint in the way you requested; (ii) make a determination rejecting your Complaint and set out the reasons for the rejection; or (iii) offer to resolve your Complaint with an alternative solution. In exceptional circumstances, if the Agent is unable to respond to your Complaint within fifteen (15) business days for reasons beyond Stable Universal's control, the Agent will send you a communication indicating the reasons for any delay in answering your Complaint, and specifying the deadline by which the Agent will respond to your Complaint, which will be no later than thirty-five (35) business days from our receipt of your Complaint form.

ARBITRATION AND CLASS ACTION WAIVER

24.1 Any dispute arising out of or relating to this Agreement or the breach thereof, that cannot be settled through the Complaint Process in Section 23, shall be finally settled on an individual basis, in accordance with the BVI IAC Arbitration Rules for the time being in force, which rules are deemed incorporated by reference in this clause. The place of arbitration shall be the BVI IAC at Road Town, Tortola, British Virgin Islands. The language to be used in the arbitral proceedings shall be English and the Agreement shall be interpreted in accordance with the laws of the British Virgin Islands. The arbitration will be conducted by a single, neutral arbitrator and the arbitral decision may be enforced in any court. The arbitrator shall have no authority to award any punitive or exemplary damages, certify a class action or join the claims of one party with any other party, add any parties, or vary or ignore the provisions of this Agreement. The arbitrator shall render a written opinion setting forth all material facts and the basis of his or her decision within thirty (30) days of the conclusion of the arbitration proceeding.

You understand, acknowledge and agree that this Agreement does not permit class arbitration, or any claims of any type brought as a plaintiff or class member in any class or representative arbitration proceeding.

CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, YOU AND Zeal™ Group ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

24.2 There shall be no waiver of the right to arbitration unless such waiver is provided affirmatively and in writing by the waiving party to the other party. There shall be no implied waiver of this right to arbitration. No acts, including the filing of litigation, shall be construed as a waiver or a repudiation of the right to arbitrate.

24.3 Waiver of Statute of Limitations

Notwithstanding the period of limitation prescribed by applicable laws for the bringing of any relevant action or claim and except as otherwise provided in this Agreement, the Parties hereby mutually agree that no action, regardless of form, arising out of or in conjunction with the subject matter of this Agreement, except for claims involving intellectual property, claims to recover outstanding amounts due to us and claims for indemnification, may be brought by any party more than one (1) year after the cause of action arose, following which either party shall have no further claim whatsoever against the other party.

24.4 Right to Injunctive Relief

You agree that due to the nature of our business, monetary damages for a breach of your obligations under this Agreement would be inadequate to compensate us. Accordingly, you agree and understand that any violation or threatened violation by you of your obligations under this Agreement will cause irreparable injury to us and that, in addition to any other remedies that may be available, in law, in equity or otherwise, we will be entitled to obtain injunctive relief against any threatened breach of this Agreement or the continuation of such breach without the necessity of proving actual damages.

MISCELLANEOUS PROVISIONS

25.1 Assignment

Neither this Agreement, nor any of your rights and obligations hereunder, may be transferred by you, but may be assigned by us without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void. This Agreement shall be binding and inure to the benefit of the parties hereto, our successors, and permitted assigns. In the event that we are acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. See also our Privacy Policy for additional information.

25.2 Severability

If for any reason a court of competent jurisdiction or an arbitrator finds any provision of this Agreement, or any portion thereof, to be invalid, unenforceable or illegal, such invalidity, unenforceability or illegality shall not affect the remainder of this Agreement, which will continue to be in full force and effect, and any prior, effective provision of the Agreement that was superseded by such invalid, unenforceable or illegal provision shall be deemed valid and enforceable to the fullest extent.

25.3 No Waiver

No waiver or action made by us shall be deemed a waiver of any subsequent default of the same provision of this Agreement. No failure or delay in exercising or enforcing any privilege, right, remedy, or power hereunder shall be deemed a waiver of such provision by us. All waivers must be in writing.

25.4 Headings

All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

25.5 Entire Agreement

This Agreement, together with the agreements and contracts that govern the use of the Site, Platform, Services and Products, constitutes the entire agreement between the parties with respect to your access and use of the Site, the Platform, the Services and Products, and the materials contained therein. This Agreement, together with our Privacy Policy, supersedes and replaces all prior understandings or agreements, written or oral, regarding such subject matter.

25.6 Other Jurisdictions

We make no representation that the Site, the Platform, the Services and Products or any of the materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content or function may be illegal or is otherwise prohibited. Those who choose to access the Site, the Platform, the Services and Products, and any of the materials contained

therein from such locations do so on their own initiative and are solely responsible for determining compliance with all applicable local laws.

25.7 Survival

All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including without limitation, sections pertaining to suspension or termination, debts owed, general use of the Services and Products, disputes with us, and general provisions, shall survive the termination or expiration of this Agreement.

25.8 No Agency Relationship

Nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the Parties shall be limited to those expressly set forth herein. We are not your agent or other representative. Except for the indemnity and exculpation provisions herein, nothing expressed in or implied from this Agreement is intended or shall be construed to give any person other than the Parties hereto any legal or equitable right, remedy, or claim under or in respect of this Agreement to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons. This Agreement and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of you and us.

D. RESTRICTIONS ON USE

Without our express prior written authorization, you may not:

duplicate or reproduce any part of our Site, the Platform or the Services and Products, or the materials contained therein (except as expressly provided elsewhere in this Agreement);

create any derivative works based on or using our Site, the Platform, the Services and Products, or any materials therein, and you agree and stipulate that any and all derivative works are NOT “fair use;”

use our Site, the Platform, the Services and Products or the materials therein for any public display, public performance, sale or rental, and you hereby agree and stipulate that any and all such uses are NOT “fair use”;

use our market data to develop, create, register, list, trade, clear, or settle any investment product or financial product of any kind;

re-distribute our Site, the Platform, the Services and Products or the materials therein and you hereby agree and stipulate that any and all such uses is NOT “fair use;”

remove any copyright or other proprietary notices from our Site, the Platform, the Services and Products, or the materials therein; or, falsify or delete any author attributions, legal or other proper notices or labels of the origin or source material that is uploaded or otherwise provided by you;

frame or utilize any framing techniques in connection with our Site, the Platform, the Services and Products or any of the materials therein;

translate, reverse-engineer, decompile or disassemble our Site, the Platform, the Services and Products or the materials therein;

use any meta-tags, pay-per-click advertising, or any other “hidden text” using our Site’s name or marks or those of the Services and Products, and you hereby stipulate that any use of the Site’s name or marks, or any other marks owned by us is an infringement upon our trademark rights, and you stipulate to make payment of liquidated.