

ZERION INC.

TERMS OF SERVICE

Effective date: July 15, 2020

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER. THE TERMS CONTAIN AN ARBITRATION PROVISION. YOU AGREE AND UNDERSTAND THAT DISPUTES ARISING UNDER THESE TERMS SHALL BE SETTLED IN BINDING ARBITRATION. YOU ALSO AGREE AND UNDERSTAND THAT ENTERING INTO THIS AGREEMENT CONSTITUTES A WAIVER OF YOUR RIGHT TO A TRIAL BY JURY OR PARTICIPATION IN A CLASS ACTION LAWSUIT OR A JURY TRIAL.

Please read on to learn the rules and restrictions that govern your use of our products, services and applications, including, but not limited to, (i) our web interface located at <https://app.zerion.io> (“*Zerion Interface*”) and our corresponding mobile application(s) (“*Zerion App*”), (ii) our web interface located at <https://mydefi.org/apps> (“*MyDeFi Interface*”) and our corresponding mobile application(s) (“*MyDeFi App*”), (iii) our CryptoTrader mobile application available for download at <https://cryptotraderapp.com/> (“*CryptoTrader*”), and (iv) our Tokenary web browser extension available at <https://tokenary.io> (“*Tokenary*” and collectively, the “*Services*”), but they do not apply to our open source, DeFi Software Development Kit, which is controlled by the terms of the applicable open source license that is included with that software. If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at info@zerion.io.

These Terms of Service (the “*Terms*”) are a binding contract between you and Zerion Inc. (“*Zerion*,” “*we*,” “*our*” and “*us*”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy.

Will these Terms ever change?

We are constantly trying to improve our Services, so we may need to change these Terms along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by requiring you to log in to our Services again and accept the new Terms, and/or by some other means.

If you don’t agree with the new Terms, you are free to reject them. Unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

Who can use the Services?

To access or use our Services, you must be able to form a legally binding contract with us. You therefore represent and warrant that you are of legal age to form a binding contract (or if not, that you’ve received

your parent’s or guardian’s permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). If you’re agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, the references to “*you*” and “*your*” in these Terms, except for in this sentence, refer to that organization or entity). You will only use the Services for your own personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws or regulations, or you are a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by the United States or other countries, then you aren’t authorized to use the Services. If permits and licenses are required for you to use the Services, it is your responsibility to first obtain those prior to such use. We can’t and won’t be responsible for your using the Services in a way that breaks the law or regulations.

What about my privacy?

Zerion takes the privacy of its users very seriously. One key way we protect our users private information is a general policy of sharing information only as necessary to provide our Services unless you otherwise consent to additional sharing. To view our current Privacy Policy and privacy practices, please click [here](#).

What are the basics of using Zerion?

The Services primarily consist of (i) the Zerion Interface, which is a web-hosted user interface and (ii) the Zerion App, each of which allows you to import a digital wallet that can store and transfer certain supported Virtual Currency (defined below) (your “*Wallet*”) in order to track and monitor a portfolio of Virtual Currencies as well as access and interact with certain supported decentralized protocols and decentralized applications (collectively “*dapps*”). Some of the dapps accessible using our Services may also involve accessing certain Virtual Currency markets, boards, or interfaces allowing for complex financial transactions. In order to use Zerion’s Services, you must already have a Wallet that is supported in our Services. In addition, through certain of our other Services offered through the MyDeFi Interface and MyDeFi Apps, Cryptotrader, or Tokenary, users can (i) monitor real-time movements of Virtual Currency and track a personalized Virtual Currency portfolio and (ii) access dapps through supported web browsers using a custom web browser extension.

When an Ethereum Wallet is created, a cryptographic private and public key pair is generated. The private and public key pair together evidence ownership/possession of a specific amount of supported Virtual Currency in that Wallet which enables you to send and receive Virtual Currency through the Ethereum network. The public key is visible to all participants in the Ethereum network. The private key must be used to transact the Virtual Currency represented by the corresponding public key. In some instances, depending on what other services you have used to create a Wallet, you may receive a pin code, create a password, or establish another method of accessing your private key as a security or convenience measure. In those cases, your authentication method may function similarly to your private key in that it allows you and other in possession of such information to potentially transfer Virtual Currency from your Wallet. You must already have a Wallet to use our Services and you cannot create a Wallet using our Services. We never have access to Virtual Currency in your Wallet, we will not store your private key or similar methods of accessing your Wallet, and we will never request this information.

When you request to make a transfer of Virtual Currency, in order to initiate such transfer on our Services, you will be required to initiate a transfer from your Wallet’s interface or a web plug-in that interacts with our Services (a “*Transfer Initiation*”). You may only initiate a transfer using our Services after our servers have confirmed receipt of a valid Transfer Initiation. Zerion is entitled to rely on the Transfer Initiation and has no duty to inquire into or investigate the validity or accuracy of any Transfer Initiation. You will be

responsible for keeping your hardware devices, including your phone, secure and for any activity associated with such devices and your Wallet when using our Services. Zerion will not be responsible if someone else accesses your devices and authorizes a transaction upon receipt of a valid Transfer Initiation.

Zerion does not have access to your Wallet or private key and cannot initiate a transfer of Virtual Currency or otherwise access your Virtual Currency. We are not your brokers, intermediaries, agents, advisors, or custodians, and we do not have a fiduciary relationship or obligation to you regarding any other decisions or activities that you effect when using your Wallet or our Services. We are not responsible for any activities that you engage in when using your Wallet, and you should understand the risks associated with Virtual Currency, blockchain technology generally, and our Services described more fully below. Unless explicitly provided in writing, we do not host or maintain dapps accessible on our Services and do not participate in any transactions on such dapps, recommend, endorse, or otherwise take a position on your use of these services.

“*Virtual Currency*” refers to cryptocurrency, digital currency, digital asset, crypto asset or other such similar term describing, for example, Ethereum, but does not include a derivative of a virtual currency or a security.

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not use the Services or interact with the Services in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including Zerion);
- Violates any law or regulation, including, without limitation, any applicable export control laws;
- Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Jeopardizes the security of your Wallet or anyone else’s;
- Attempts, in any manner, to obtain the security information from any other user;
- Attempts to access another user’s Wallet, private key or other security information on any third-party site or services that provide access to such user’s Wallet or private key on our Services;
- Violates the security of any computer network, or cracks any passwords or encryption codes; or
- Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services to the extent possible. However, in no event do we have the ability to access or suspend your access to your own Wallet, and you are always entitled to use your Wallet on other services.

Your Responsibilities and Assumption of Risk

In order to be successfully completed, any transaction created with or sent to your Wallet using our Services must be confirmed and recorded on the Ethereum network. Zerion has no control over the Ethereum network or any other Virtual Currency and therefore cannot and does not ensure that any transaction details you submit or receive via our Services will be confirmed on the Ethereum network. We do not have the ability to facilitate any cancellation or modification requests. In addition, certain dapps may involve complex financial transactions that entail a high degree of risk, and Zerion cannot assist with you any financial or technical advice with these transactions.

By using our Services, you acknowledge and accept that there are substantial risks associating with Virtual Currency and transactions on the Ethereum network. Specifically, you agree and understand that:

1. **You: (a) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of your Wallet; (b) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under applicable laws of any use of your Wallet and our Services; (c) know, understand and accept the risks associated with your Wallet and the use of our Services; and (d) accept the risks associated with Virtual Currency and blockchain technology generally, and are responsible for conducting your own independent analysis of the risks specific to any particular Virtual Currency or other blockchain technology, including smart contracts not associated with Zerion. You further assume and agree that Zerion will have no responsibility or liability for, such risks. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Zerion, its affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth in these Terms.**
2. You take responsibility for all activities and transactions that occur in connection with your use of our Services and your Wallet and accept all risks and consequences of your use of our Services and any authorized or unauthorized access to your Wallet, to the maximum extent permitted by law.
3. Virtual Currency is an emerging asset class. Zerion makes no warranties as to the markets in which the Virtual Currency are transferred, purchased and traded.
4. You acknowledge and accept that the loss or destruction of a hardware device you have used our Services on may compromise the security of your Wallet and may result in loss of Virtual Currency.
5. The transaction details you submit via the Services may not be completed, or may be substantially delayed on the Ethereum network, and Zerion takes no responsibility for the failure of a transaction to be confirmed or processed as expected.
6. There are no warranties or guarantees that a transfer initiated on the Services will successfully transfer title or right in any Virtual Currency.
7. Zerion is not a counterparty or participant to any transaction you make using our Services. Further, once transaction details have been submitted to the Ethereum network, Zerion cannot assist you to cancel or otherwise modify your transaction or transaction details.
8. As a software provider, Zerion is not regulated by any federal or state regulatory agency and is not subject to the examination or reporting requirements of any such agencies.
9. The application of existing legal and regulatory requirements to Virtual Currency and our Services is developing and evolving. Zerion may rely on advice of counsel concerning the application of existing and new legal and regulatory requirements to its activities. This advice may require us to make sudden changes to our Services that may impact your ability to use our Services.
10. Zerion does not assume responsibility for any inherent risks associated with blockchain technology, including, but not limited to, design or implementation flaws that affect the operation of the Ethereum network.
11. Zerion makes no guarantee as to the functionality of the Ethereum network or dapp, which could, among other things, lead to delays, conflicts of interest, or operational decisions by third parties that are unfavorable to certain owners of Virtual Currency, or lead to your inability to complete a transaction using our Services.
12. You acknowledge and accept that the protocols governing the operation of the Ethereum network or dapps may be subject to sudden changes in operating rules which may materially alter the network, affect the value and function of a particular Virtual Currency or otherwise render you unable to conduct or complete transactions using our Services.
13. Zerion does not assume responsibility for fundamental advancements in cryptography which could render inoperative cryptographic algorithms utilized by certain dapps or the Ethereum network.

14. Zerion makes no guarantee as to the security of the Ethereum network and is not liable for any hacks, double spending, stolen Virtual Currency, or any other attacks on the Ethereum network.
15. Zerion is not liable for any hacks or malicious attempts to obtain access to your Wallet. You alone are responsible for protecting your security information.
16. Zerion is not party to or responsible for any illegal activity or use of Virtual Currency through our Services or for any illegal transfers requested or authorized with your Wallet using our Services.

What are my rights in the Services?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, and so forth (all of the foregoing, the “**Content**”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including Zerion’s) rights. You are the sole owner of the Virtual Currency in your Wallet and may elect to extract your private key or otherwise transfer your Virtual Currency to another Wallet or platform.

You understand that, except with respect to any open source software or third-party software that the Services incorporate, Zerion owns the Services, including all technology or Content (including all intellectual property rights subsisting therein), and hereby grants you a limited, revocable, transferable, license to access and use those portions of the Services that are proprietary to Zerion. You acknowledge that the Services may use, incorporate or link to certain open-source components and that your use of the Services is subject to, and you will comply with any, applicable open-source licenses that govern any such open-source components (collectively, “**Open-Source Licenses**”). Without limiting the generality of the foregoing, you may not: (a) modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise use the Services in a manner that violates the licenses granted in these Terms or any other Open-Source Licenses.

Any of Zerion’s product or service names, logos, and other marks used as a part of the Services, including Zerion's name and logo are trademarks owned by Zerion, its affiliates or its applicable licensors. You may not copy, imitate or use them without Zerion’s (or the applicable licensor’s) prior written consent.

Who is responsible for what I see and do on the Services?

Any third-party goods or services, information or content publicly posted or privately transmitted or made available through the Services is the sole responsibility of the person from whom such goods, services or content originated, and you obtain such goods or services and access all such information and content at your own risk, and we aren’t liable for any errors or omissions or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can’t guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You are also responsible for all your activity in connection with your use of the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by Zerion. In other cases, third party websites or services may integrate with our Services. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Zerion is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize, as your use of those services is subject to those terms and policies.

Zerion has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, Zerion will not and cannot monitor, verify, censor or edit the content of any third-party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, financial transactions, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Zerion shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants of the Services, or between users and any third party, you agree that Zerion is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Zerion, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Will Zerion ever change the Services?

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We reserve the right to remove any Content from the Services at any time, for any reason in our sole discretion, and without notice.

Do the Services cost anything?

The Zerion Services are currently free, but we reserve the right to charge for certain or all Services in the future. We will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services.

What if I want to stop using the Services?

You're free to do that at any time; please refer to our Privacy Policy to understand how we treat information you provide to us after you have stopped using our Services.

Zerion is also free to terminate (or suspend access to) your use of the Services for any reason in our discretion, including your breach of these Terms. Zerion has the sole right to decide whether you are in

violation of any of the restrictions set forth in these Terms. If we suspend your use of the Services, you may continue to access your Wallet directly or through other services not hosted by us.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us (if applicable) or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

What else do I need to know?

Warranty Disclaimer. Neither Zerion nor its licensors or suppliers make any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided “AS IS” and without any warranty of any kind from Zerion or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED BY ZERION (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THE SECURITY ASSOCIATED USE OF, OR TRANSMISSION OF INFORMATION THROUGH, THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. Zerion shall not be liable for any action taken or omitted by it pursuant to, or in connection with, these Terms except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that Zerion’s gross negligence or willful misconduct was the direct cause of any loss to you, and subject to the limitations set forth below.

Despite anything else stated in these Terms, Zerion shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities or harm to any person or entity relating to:

- the ownership, validity or genuineness of any Virtual Currency;
- the collectability, insurability, effectiveness, marketability or suitability of any Virtual Currency;
- transactions you conduct or attempt to conduct using our Services; or
- losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances beyond Zerion’s control, including without limitation: the failure of the Ethereum network or dapp; acts of God; action or inaction of civil or military authority; public enemy; war; terrorism; riot; fire; flood; sabotage; epidemics or pandemics; labor disputes; civil commotion; interruption, loss or malfunction of utilities, transportation, computer or communications capabilities; insurrection; elements of nature; or non-performance by a third party.

Despite anything else stated in these Terms to the contrary, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ZERION (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO

ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO ZERION IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. To the fullest extent allowed by applicable law, You agree to indemnify and hold Zerion, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your Wallet), and (b) your violation of these Terms or applicable law. In the event of such a claim, suit, or action ("**Claim**"), we will attempt to provide notice of the Claim to any contact information we have for you, if applicable (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without Zerion's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law; Arbitration. These Terms are governed by and will be construed under the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in New York County, New York, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Despite the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, New York County, New York, or the Southern District of New York. **Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND ZERION ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

Reporting Suspected Vulnerabilities. If you would like to report a vulnerability or have a security concern regarding our Interface, App, or other aspects of our Services, please e-mail info@zerion.io.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that Zerion may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Zerion agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Zerion, and that it

supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Zerion, and you do not have any authority of any kind to bind Zerion in any respect whatsoever.