

MyATM Terms & Conditions

Version 1.0, October 2008

THESE TERMS AND CONDITIONS ARE APPLICABLE TO ALL FREE SOCIAL NETWORK MEMBERS OF ZENZUU, ALL ADVERTISERS OF MYATM ADVERTISING TECHNOLOGY MODULE, ALL INDEPENDENT REPRESENTATIVES OF MYATM, ALL INDEPENDENT REPRESENTATIVES OF ZENZUU INTERNATIONAL, AND ALL VISITORS TO THIS SITE WHICH CONTAINS THE DOCUMENT THAT YOU ARE READING. THE TERM "YOU" REFERES TO ALL FREE SOCIAL NETWORK MEMBERS OF ZENZUU, ALL ADVERTISERS OF MYATM ADVERTISING TECHNOLOGY MODULE, ALL INDEPENDENT REPRESENTATIVES OF MYATM, ALL INDEPENDENT REPRESENTATIVES OF ZENZUU INTERNATIONAL, AND ALL VISITORS TO THIS SITE. EXCLUDING ANY PART OF THIS TERMS AND AGREEMENTS THAT MAY NOT BE APPLICABLE TO YOU, THE REMAINING PROVISIONS REMAIN IN EFFECT.

A MODULE OF CERTAIN MYATM FUNCTIONALITY THAT YOU MAY USE, WITHOUT MODIFICATION AND WITHOUT REDISTRIBUTION IS AVAILABLE TO YOU FREE-OF-CHARGE FROM WWW.ZENZUU.COM/MYATM UNDER THE MYATM CONDITIONAL PUBLIC LICENSES AS FOLLOWS:

A. PARTIES INVOLVED IN THIS AGREEMENT

A1. ZenZuu: A Nevada Company. ZenZuu powers ZenZuu.com, a social network that consists of all FREE members.

A2. ZenZuu International: A Nevada Company that promotes the ZenZuu social network worldwide, through its Active Independent Marketing representatives, herein after referred to as "ZZREP". A ZZREP is a member of the ZenZuu FREE social network who, after logging in and logging out of ZenZuu.com 30 times using his/her unique email and password and clicking on the button signifying his/her agreement to these Terms and Conditions.

A3. MYATM: A Nevada Company and an affiliate of ZenZuu. MYATM and its vendors have a contractual agreement to develop, maintain, improve upon and provide the non-local business advertising module on ZenZuu.com content site in which third party advertisers can put their links to their Sites for a fee. MYATM and its vendors provide marketing and management of advertising systems to the ZenZuu social network and others. MYATM also provides an online capability for ZenZuu social and business network members who are over 18 years of age to become MYATM Independent Advertising Representatives by clicking on the acceptance button at the end of section C in this agreement. A MYATM Independent Advertising Representative (hereafter "MYATMREP") is authorized to sell advertising links placed on ZenZuu.com site to advertisers. When available, a MYATMREP is authorized to sell advertising links placed on any third party sites; sites that the owners of such sites approved the placement of such links, to advertisers.

A4. ZenZuu FREE social network member: All FREE social network members sign up with ZenZuu by agreeing to its terms and conditions posted on ZenZuu.com. **An active ZenZuu member is a** ZenZuu social networking FREE member who logs in and logs out of ZenZuu.com site 30 times during the month. Only active FREE member can see the appearance of this Agreement, or the latest modified version thereof, displayed in his/her Welcome Center. An Active ZenZuu member has the opportunity to choose to become a ZZREP by accepting the terms and conditions of ZenZuu International marketing program. He/She also chooses to become a MYATMREP by accepting the terms and conditions of MYATM marketing program and compensation for MYATM Independent Advertising Representative.

A5. ZenZuu International Independent Marketing Representative ("ZZREP"): A ZenZuu social network member who also chooses to become ZenZuu International Independent Marketing Representative ("ZZREP")

by accepting the terms and conditions of ZenZuu International marketing program by giving away FREE ZenZuu social network membership and accepting ZenZuu International compensation plan for ZZREP.

A5.1. Definition of a ZenZuu International Active (“ZZREP”):

A ZZREP is a ZenZuu social networking FREE member who has logged in and logged out of the ZenZuu.com site 30 times the previous month and also elected to become a ZZREP by accepting the terms and conditions of the ZenZuu International marketing program. A ZenZuu social networking member can become a ZZREP for FREE by, after logging in and out of ZenZuu.com 30 times, clicking on the button signifying his/her acceptance of the ZenZuu International Independent Marketing Representative agreement for the following month. The acceptance button is located on the social networking member’s social page. A ZZREP, if qualified, may receive compensation on his or her down line organization of active ZZREPs. Any member of ZenZuu.com social networking site who is over 18, legally able to do business with a US company can become a ZZREP. ZenZuu International also accepts non-profit organizations such as churches, schools, or charities as ZZREPs. Business entities with proper tax ID can also be a ZZREP. ZenZuu International reserves the right to refuse or cancel this agreement for any ZZREP if ZenZuu International determines that there is any violation of these Terms and Conditions, including but not limited to: involvement with terrorism, hate crimes or pornography.

A6. MYATM Independent Advertising Representative (“MYATMREP”): A ZenZuu social networking member who also chooses to become a MYATM Independent Advertising Representative (hereafter “MYATMREP”) by accepting the terms and conditions of MYATM marketing program and compensation for MYATM Independent Advertising Representative.

A6.1. Definition of a MYATM Independent Advertising Representative (“MYATMREP”):

A MYATMREP is a ZenZuu social networking FREE member who, after logging in and out of the ZenZuu.com site 30 times the previous month also chooses to become aMYATMREP by accepting the terms and conditions of the MYATMREP compensation program to sell advertising (other than local business advertising). A ZenZuu social networking member can become a MYATMREP for FREE by after logging in and out of ZenZuu.com 30 times, clicking on the button signifying his/her acceptance of the MYATM Independent Advertising Representative agreement for the following month on their social page and abiding by MYATM terms and condition thereof. A MYATMREP, if qualified, may receive commissions and overrides on his or her down line organization’s sale of advertising to advertisers who wish to display their ads on ZenZuu.com and other Web Sites managed by MYATM. Any member of ZenZuu.com social networking site who is over 18, legally able to do business with a US company can become a MYATMREP. MYATM also accepts non-profit organizations such as churches, schools, or charities as MYATMREPs. Business entities with proper tax ID can also be a MYATMREP. MYATM reserves the right to refuse or cancel this agreement for a MYATMREP if MYATM determines that there is any violation of these Terms and Conditions, including but not limited to: involvement with terrorism, hate crimes or pornography.

A7. Advertisers of MYATM Advertising Technology Module: An individual or entity who purchases advertising and/or advertising links to their websites on the ZenZuu.com social networking sites from MYATM or from MYATMREPs. Such Advertisers are subject to Section B of these Terms and Conditions.

B. TERMS OF USE AND THE AGREEMENT

B1. GENERAL.

If you are an Advertiser of MYATM Advertising Technology Module, the service and functionality of MYATM is made available to you to Manage Your Advertising Technology Module under the terms of this **MYATM END-USER SOFTWARE LICENSE AGREEMENT** (THE "AGREEMENT"). BY CLICKING THE "ACCEPT"

BUTTON, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT WHICH IS SUBJECT TO CHANGE THE FOLLOWING MONTH WITHOUT NOTICE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, LEAVE THIS SITE IMMEDIATELY AND DO NOT CLICK THE "ACCEPT" BUTTON, AND DO NOT USE ANY PART OF THE SERVICE FROM THE ADVERTISING TECHNOLOGY MODULE PROVIDED BY MYATM. This Section B, where applicable, also applies to you if you are a ZZREP or a MYATMREP.

B2. SERVICE, SOFTWARE AVAILABILITY AND YOUR OBLIGATION.

DURING THE TIME YOU USE THE MYATM ADVERTISING TECHNOLOGY MODULE AS A NON PAYING VIEWER OF ADVERTISING DISPLAYED OR AS AN ADVERTISER THAT PURCHASE SPACE AND TECHNICAL FEATURES TO DISPLAY YOUR ADVERTISEMENT, AND AT LATER TIMES, YOU MAY BE GIVEN THE OPTION OF ADDING ADDITIONAL FEATURES AND OR FUNCTIONALITY AT AN ADDITIONAL COST. THE PURCHASE OF ADDITIONAL OPTIONS AND USE OF THOSE ADDITIONAL COMPONENTS IN MYATM ADVERTISING TECHNOLOGY MODULE MAY BE GOVERNED BY ADDITIONAL LICENSE AGREEMENTS.

Under the terms of the MYATM License, source code form is not available for you to use, modify or make any alterations to. Nothing in this Agreement will be construed to grant any Open Source Licenses. Subject to the foregoing, MYATM, for itself and on behalf of its licensors, hereby reserves all intellectual property rights in the products and services made available to you, except for the rights expressly granted in this Agreement. This license does not grant you any right to use the trademarks, service marks or logos of MYATM or its licensors. In addition, you may not remove or alter any trademark, logo, copyright or other proprietary notice in or on the Product or Service and republish such alteration.

From time to time, MYATM may make certain parts of its software available for you to download or use. Such download or use of software will be subject to the terms of the license agreement that accompanies it, or the following license, in addition to any other Terms of Use that governs your use of such software. You are granted a personal, non-exclusive, non-transferable, limited license to install the MYATM software on any single computer. The software is protected by copyright and other intellectual property laws and treaties and is owned by MYATM or its vendors, partners and suppliers. You are not authorized to sell or redistribute any MYATM software nor bundle it in its entirety or any portion of it into another product. You are not authorized to reverse engineer, decompile, or disassemble the software or otherwise attempt to derive the source code (except where expressly permitted by law). You are not authorized to modify, adapt, or create derivative works from the software in any way or remove proprietary notices in the software. You agree to abide by all laws and regulations in effect regarding your use of the software. You are not authorized to approve or assist any third party to do any of the things prohibited in this paragraph.

In the event your computer has a downloaded copy of MYATM approved for download software, MYATM, may automatically check your version of the software and update it to improve its performance and capabilities. If you shut down the software during an automatic update or otherwise interfere with the installation of the update, the software may be damaged and/or cease to operate.

The MYATM advertising module and its software is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 27.405(b) (2) (June 1998) and 48 C.F.R. 227.7202, all U.S. Government end users acquire the software with only those rights as set forth herein.

You agree to fully comply with all import and export laws, regulations, rules and orders of the United States, or any foreign government agency or authority, and that you will not directly or indirectly export, re-export, transfer and/or release the software, related technology, or any product thereof, for any prohibited end-use, or to any prohibited country, entity or person (wherever located), without proper authorization from the U.S. and/or foreign government. You SPECIFICALLY AGREE TO bear responsibility for and assume all expenses relating

to your compliance with the described laws, regulations, rules and orders, and for obtaining all necessary authorizations and clearances. Furthermore, you agree to assume responsibility for all expenses relating to your compliance with the described laws, regulations, rules and orders, and obtaining all necessary authorizations and clearances.

B3. LIMITED LICENSE GRANT TO YOU (ZZREPS, ADVERTISERS WHO FOR A CERTAIN FEE MENTIONED IN SECTION B.4 OF THESE TERMS AND CONDITIONS, AND MYATMREPS) .

MYATM, a Nevada Corporation grants you a non-exclusive license FOR THE REMAINING OF THIS CALENDAR MONTH FROM THE DATE OF THIS CONTRACT AND THE IMMEDIATE MONTH FOLLOWING, subject to you agreeing to abide by these Terms and Conditions to use the service and functionality of MYATM's Advertising Technology Module. This Agreement will also govern any service and/or software upgrades provided by MYATM that replace and/or supplement the original Product or Service, unless such upgrades are accompanied by a separate license, in which case the terms of that license will govern. In the event that you decide to be a MYATMREP by approving section C of this Agreement, this Agreement will also cover your commissions and overrides that you could earn from advertising revenue from advertisers collected by MYATM for the advertising space sold and used by these advertisers during the month from the date of your acceptance of this contract through the month immediately following the date of your acceptance of this agreement by providing marketing service to bring advertisers to purchase advertising links to display the advertiser 's text, banner, audio, video, animation and other technology available on online space provided by MYATM, and providing leadership for your down-line marketing organization in your direct line of sponsorship .

B4. ADVERTISING FEE SCHEDULE.

\$10.00 per 1,000 views in text link.

\$5.00 per upgrade to link by banner.

\$5.00 per upgrade to link by audio.

\$10.00 per upgrade to link by video.

\$15.00 per upgrade to link by animation..

\$5.00 per request for specific page.

\$5.00 per request for specific profile.

B5. TERMINATION. If you breach this Agreement your right to use the Service will terminate immediately and without notice, but all provisions of this Agreement except the License Grant (Paragraph B.3) will survive termination and continue in effect. Upon termination, you must destroy all copies of any final product result from MYATM ADVERTISING TECHNOLOGY MODULE.

B6. PRIVACY POLICY. You agree to the MYATM Privacy Policy, made available online at <http://www.zenzuu.com/privacy/>, as that policy may be changed from time to time. When MYATM changes the policy in a material way a notice will be posted on the website at www.ZenZuu.com/myatm and when any change is made in the privacy policy, the updated policy will be posted at the above link. It is your responsibility to ensure that you understand the terms of the privacy policy, so you should periodically check the current version of the policy for changes.

B7. WEBSITE INFORMATION SERVICES. MYATM and its contributors, licensors and partners work to provide the most accurate and up-to-date information about its related services. However, they cannot guarantee that this information is comprehensive and error-free.

B8. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.

MYATM respects the intellectual property of others. If you believe that your work has been copied and appears on MYATM service in a way that constitutes copyright infringement, please follow [instructions](#) on how to contact MYATM to report possible copyright infringement.

B9. MYATM OFFERS NO DUTY TO MONITOR THIRD PARTY ADVERTISER LINKS AND CONTENTS.

MYATM provides links to third party websites, in text, audio, video, animation and others format. Some of these third party websites may contain materials that are objectionable, unlawful, or inaccurate. These links provided by MYATM does not mean that MYATM endorses these third party sites or services. MYATM OFFERS NO DUTY TO MONITOR ADVERTISERS OR THEIR SITES. You agree that MYATM, ZENZUU, ZENZUU INTERNATIONAL AND ALL OF OUR AFFILIATE, PARTNERS AND VENDORS are not liable for Content that is provided by others. We have no duty to pre-screen third party advertiser links and their Sites Content, but we have the right to refuse to post or to edit submitted links to any Site Content. You may volunteer to report any inappropriate links or content to us at [feedback](#), and we reserve the right to remove any links for any reason, but we are not responsible for any failure or delay in removing such material.

You acknowledge and agree that **MYATM, ZENZUU, AND ALL OF OUR AFFILIATE, PARTNERS, AND VENDORS** are not responsible or liable for any Content or other materials on these third party sites. Any dealings that you have with advertisers found on ZenZuu.com and ZenZuu.com/MYATM are between you and the advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser.

B10. DISCLAIMER OF WARRANTY.

THE SERVICE AND ALL FUNCTIONALITY ARE PROVIDED "AS IS" WITH ALL FAULTS. TO THE EXTENT PERMITTED BY LAW, MYATM AND MYATM'S DISTRIBUTORS, MYATMREPS, AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES THAT THE PRODUCT AND SERVICE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU BEAR THE ENTIRE RISK AS TO SELECTING THE PRODUCT AND OR SERVICE FOR YOUR PURPOSES AND AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT AND SERVICE. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

B9. LIMITATION OF LIABILITY.

EXCEPT AS REQUIRED BY LAW, MYATM AND ITS MYATMREPS, DIRECTORS, LICENSORS, CONTRIBUTORS AND AGENTS (COLLECTIVELY, THE "MYATM AFFILIATES") WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT OR SERVICE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, AND COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. MYATM, ZENZUU, ZENZUU INTERNATIONAL, AND THEIR AGENTS, AFFILIATES, VENDORS, AND SPOKESPERSON'S COLLECTIVE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE GREATER OF \$500 (FIVE

HUNDRED DOLLARS) AND THE FEES PAID BY YOU UNDER THE LICENSE (IF ANY). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

B9. EXPORT CONTROLS.

This license is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of the United States or foreign government, agency, or authority relating to the products or services and their use.

B10. U.S. GOVERNMENT END-USERS.

This Product is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and 48 C.F.R. 227.7202 (June 1995). Consistent with 48 C.F.R. 12.212, 48 C.F.R. 27.405(b) (2) (June 1998) and 48 C.F.R. 227.7202, all U.S. Government End Users acquire the Product with only those rights as set forth therein.

B11. MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between MYATM and you concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized officer of MYATM. (b) Except to the extent applicable law, if any, provides otherwise, this Agreement will be governed by the laws of the state of Nevada, U.S.A., excluding its conflict of law provisions. (c) This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. (d) If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. (e) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. (f) Except as required by law, the controlling language of this Agreement is English. (g) You may assign your rights under this Section B of these Terms and Conditions to any party that consents to, and agrees to be bound by, its terms; MYATM may assign its rights under this Agreement without condition. (h) This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

C. ADDITIONAL AGREEMENT, TERMS AND CONDITIONS THAT ARE APPLICABLE FOR MYATM INDEPENDENT ADVERTISING REPRESENTATIVE (MYATMREP):

In consideration of the entire agreement and of the mutual promises contained in the Agreement, MYATM and you agree as follows:

C1. LIMITED LICENSE GRANT TO SELL ADVERTISING PERSONALLY OR THROUGH YOUR MARKETING ORGANIZATION.

Subject to the terms and conditions set forth in these Terms and Conditions, MYATM hereby grants to you, a non-exclusive license FOR THE IMMEDIATE MONTH FOLLOWING THE DATE OF THIS AGREEMENT, starting on the 0 hour on the 1st (first) day of the calendar month, and ending on the 12th hour on the last day of the month, subject to you agreeing to abide by these Terms and Conditions the right to represent MYATM for the purpose of selling advertising the following month to third parties to generate potential compensation described in section C.4 of these Terms and Conditions by approval of this section C of the agreement and the entire agreement.

C2. TERM.

C2.1. Calendar month: starts at the 0 hour Central Time US of the 1st (first) day of the calendar month and lasts until 12:00 Midnight Central Time US on the last night of that same calendar month.

C2.2. One Month Term. Subject to the provisions for termination as hereafter provided, the term of this Agreement shall be monthly, and renewable by a qualified active MYATMREP, who as a ZenZuu FREE social network member, after logging in and out of the ZenZuu.com site 30 times in a calendar month, clicks on the button to agree to enter into this Agreement, and during the month it is in effect, renews this agreement for the following month, by signifying your renewal of the Agreement for the following month by clicking on the button of acceptance of this Agreement. Direct commissions earned during the month the advertisement is sold by a MYATMREP will be paid to the MYATMREP as provided in section c.4 below. However, a MYATMREP must meet qualification requirements in a calendar month to be able to earn overrides bonuses for the following month's advertising sales in commissionable volume generated from his/her direct down line marketing organization.

C3. INDEPENDENT CONTRACTOR.

The relationship of MYATM and MYATMREP is that of independent contractors, and nothing contained in these Terms and Conditions shall be construed to (i) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint undertaking, or (ii) allow MYATMREP to create or assume any obligation on behalf of MYATM for any purpose whatsoever. All financial and other obligations associated with MYATMREP's business are the sole responsibility of MYATMREP. MYATM will not make deductions from payments made to MYATMREP for taxes, all of which will be the MYATMREP's responsibility. MYATMREP agrees to indemnify and hold MYATM harmless from any liability for, or assessment of, any such taxes imposed on MYATM by taxing authorities in the jurisdiction in which the MYATMREP is a resident. A MYATMREP shall be solely responsible for, and shall indemnify and hold MYATM free and harmless from, any and all claims, damages or lawsuits (including MYATM's attorneys' fees) arising out of the negligent acts or willful misconduct of the MYATMREP, his or her employees, or his or her agents.

C4. COMMISSION FROM PERSONAL SALE AND OVERRIDES FROM DOWNLINE SALE ORGANIZATION ADVERTISING REVENUE SOLD TO THIRD PARTIES ADVERTISER.

The marketing of MYATM advertising module and services can generate commissions and or overrides for qualified MAYATMREPs. A MYATMREP's potential overrides received is based on individual and/or team (the individual's down line marketing organization) production. A Qualified Active MYATMREP is rewarded based on the commissionable volume that is uniquely assigned for the type of advertising revenue generated by the MYATMREP and his or her team.

There are three ways to earn Compensations as follows, subject to the MYATMREP meeting the specified qualification requirements:

C4.1. Commissionable volume for active MYATMREP.

A MYATMREP potential commissions received is based on individual production. MYATMREP is rewarded based on the commissionable volume that is uniquely assigned for each type of advertising. Each type of advertising has a different commissionable volume attached that is published and displayed for MYATMREP to view.

Commissionable volume is determined as followed: Each dollar of advertising generated is assigned a unique percentage by MYATM, depending on a pre-negotiated agreement with the advertiser. Depending on the types of advertising contract, each dollar of ad sale will uniquely generate between 0 to 100% of total sale amount in bonus points, based on a **conversion rate** to turn volume in advertising sale dollar to points available for bonus purpose, resulting in commissionable volume, which is measured in points for compensation purpose. **(E.g. Standard National and International ad cost \$100.00, if being converted to commissionable point by using a percentage of 50%, would make points assigned for earning purpose**

to be 50 points). Each type of advertising being offered via the MYATM ad module will have the commissionable volume (CV) attached to it, viewable by MYATMREPs. The commissionable volume for all ads is subject to change the following month.

C4.2. Direct commission:

Qualified A MYATMREP earns 20% (twenty percent) of total commissionable volume in bonus point generated on individual advertising sales made by the MYATMREP. A MYATMREP earns commission when advertisers either visit the MYATMREP's ZenZuu profile page to sign up for an advertiser/member or advertiser/non member advertiser account in order to order advertising from the MYATMREP's web site, or creates an advertiser account by visiting myatm.com and choosing the MYATMREP as their advertising account representative. Commission is earned THE SAME MONTH the ad is sold by the MYATMREP in MYATM bonus points.

C4.3. OVERRIDES.

A MYATMREP only gets direct commission and no overrides (overrides are bonus earned from the sales generated by his down line organization that is in his direct line of sponsorship). In order to receive overrides, the MYATMREP MUST MEET THE QUALIFICATION REQUIREMENTS THE PREVIOUS MONTH, to achieve higher ranks, and become eligible to earn bonus on commissionable volume generated in his/her advertising sales organization DURING THE MONTH AFTER THE MYATMREP ACHIEVED QUALIFICATION as follows:

C4.3.a. Marketing Advertising Executive (MYATMREP*): A MYATMREP who renews this Agreement by clicking on the acceptance button below this Agreement or a modified version thereof, then sold advertising that generates a minimum of 10pts (points) in commissionable volume personally during this month and becomes a qualified Marketing Advertising Executive for the following month. Qualified Marketing Advertising Executive earns 10% (ten percent) of total point in commissionable volume on sales and services generated from his/her first level immediately below him/her on his/her direct line of sponsorship. Qualified Marketing Advertising Executive also earns 5% (five percent) of total point in commissionable volume on sales and services generated from his/her second level immediately below him/her on his/her direct line of sponsorship.

C4.3.b. Senior Marketing Advertising Executive (MYATMREP):** A Marketing Advertising Executive who has personally sponsored 5 (five) Marketing Advertising Executives (MYATMREP*) on his/her 1st Level. In addition to getting paid as a MYATMREP*, the Senior Marketing Advertising Executive gets paid 1% of volume point in commissionable volume generated by 5(five) Generations of qualified MYATMREP*s in his/her organization.

C4.3.c. Marketing Advertising Director (MYATMREP*):** A Senior Marketing Advertising Executives who has personally sponsored 5 (five) Senior Marketing Advertising Executives (MYATMREP**) on his/her 1st Level. In addition to getting paid as a MYATMREP* and as a MYATMREP**, the Marketing Advertising Director gets paid 0.75% (three-quarters of one percent) of total volume point in commissionable volume generated by 5(five) Generations of qualified MYATMREP**s in his/her organization.

C4.3.d. Senior Marketing Advertising Director (MYATMREP**):** A Marketing Advertising Director, who has personally sponsored 5(five) Marketing Advertising Directors (MYATMREP***) on his/her 1st Level. In addition to getting paid as a MYATMREP*, a MYATMREP**, and as a MYATMREP***, the Senior Marketing Advertising Director gets paid 0.5% (one- half of one percent) of total volume point in commissionable volume generated by 5 (five) Generations of qualified MYATMREP****s in his/her organization.

C4.3.e. International Marketing Advertising Director (MYATM REP***):** A Senior Marketing Advertising Director who has personally sponsored 5 (five) Senior Marketing Advertising Directors (MYATMREP****) on his/her 1st Level. In addition to getting paid as a MYATMREP*, a MYATMREP**, a MYATMREP***, and as a

MYATMREP****, the International Marketing Advertising Director gets paid 0.25% (one quarter of one percent) of total volume point in commissionable volume generated by 5 (five) Generations of qualified MYATMREP****s in his/her organization.

C4.3.d. Generation. For purposes of the override bonuses paid to MYATMREP**s and above, a Generation is defined as the MYATMREPs in a leg of a MYATMREP's down line organization down to the next MYATMREP who has achieved the rank of MYATMREP** or higher. For example, a MYATMREP**** receives override bonuses on 5 (five) generations of MYATMREP****s in his/her organization. The first generation will be all MYATMREPs in a particular leg in that organization down to and including the first MYATMREP**** in that leg. The second generation will begin just below the first MYATMREP**** in that leg and continue down to the next MYATMREP**** in that leg, and so on until the fifth generation of MYATMREP****s is reached.

C4.4 Recruiter Bonus Pool

C4.4. a. Gold Trainer ONE A DAY Bonus Pool:

In the month of October, 2008, MYATM will put aside 7 % of total commissionable ad revenue (in points) to reward all active MYATMREPs who, during the month of October 2008, directly sponsor and train on his/her first level THIRTY (30) new MYATM FREE active MYATMREPs to become THIRTY (30) MARKETING ADVERTISING EXECUTIVES (MYATMREP*). All MYATMREPs who achieve Gold Trainer status during the month of October 2008 will be able to receive their equal share of this pool (the bonus pool amount divided by all Gold Trainers). If this bonus is not earned by any MYATMREP, it will go back to MYATM.

C4.4.b. Diamond Trainer 100 A MONTH Bonus Pool:

In the month of October, 2008, MYATM will put aside 3 % of total commissionable ad revenue (in points) to reward all Active MYATMREPs who, during the month of October 2008, directly sponsor and train on his/her first level ONE HUNDRED (100) new MYATM FREE active MYATMREPs to become ONE HUNDRED (100) MARKETING ADVERTISING EXECUTIVES (MYATMREP*). All MYATMREPs who achieve Diamond Trainer status during the month of October 2008 will be able to receive their equal share of this pool (the bonus pool amount divided by all Diamond Trainers). If this bonus is not earned by any MYATMREP, it will go back to MYATM.

C4.5 Star Builder Bonus:

C4.5. a. First Level Super Star Builder Bonus:

In the month of October, 2008, In order to reward all active MYATMREPs who, as the result of him/her directly sponsoring and training his/her first level MYATMREP, has ONE of his/her MYATM FREE active MYATMREP qualify to become an **International Marketing Advertising Director** (MYATMREP*****) during the month of October 2008, MYATM will put aside 1 % of total commissionable ad revenue (in points) collected **in the month of October, 2008** to reward all up line sponsors who achieve this accomplishment as follows: for each new **International Marketing Advertising Director** that the sponsor has in his/her first level for the month, the sponsor will receive one share of this pool. At the end of each month, MYATM will identify all qualified sponsors who have at least one new **International Marketing Advertising Director** on his/her first level. MYATM will divide the said 1% (one percent) by the number of new **International Marketing Advertising Directors** and award one share of the pool to the sponsor of each new **International Marketing Advertising Director**. A sponsor will receive one share for each new **International Marketing Advertising Director** that he/she has sponsored that month. If this bonus is not earned by any MYATMREP, it will go back to MYATM.

C4.5. b. First Level Star Builder Bonus:

In order to reward all active MYATMREPs who has ONE of his/her MYATM FREE active MYATMREP qualify to become a **Senior Marketing Advertising Director** (MYATMREP*****) in the month of October 2008, MYATM will put aside 1 % of total commissionable ad revenue (in points) collected [in the month of October, 2008.](#)

MYATM will reward all up line sponsors who achieve this accomplishment as follows: for each new **Senior Marketing Advertising Director** that the sponsor has in his/her first level for the month, the sponsor will receive one share of this pool. At the end of each month, MYATM will identify all qualified sponsors who have at least one new **Senior Marketing Advertising Director** on his/her first level. MYATM will divide the said 1% (one percent) by the number of new **Senior Marketing Advertising Directors** and award one share of the pool to the sponsor of each new **Senior Marketing Advertising Director**. A sponsor will receive one share for each new **Senior Marketing Advertising Director** that he/she has sponsored that month. If this bonus is not earned by any MYATMREP, it will go back to MYATM.

C4.5. c. First Level Rising Star Builder Bonus:

In order to reward all MYATM active MYATMREPs who has ONE of his/her MYATM FREE active MYATMREPs qualify to become a **Marketing Advertising Director** (MYATMREP*****) in the month of October, 2008, MYATM will put aside 1 % of total commissionable ad revenue (in points) collected [in the month of October, 2008.](#)

MYATM will reward all up line sponsors who achieve this accomplishment as follows: for each new **Marketing Advertising Director** that the sponsor has in his/her first level for the month, the sponsor will receive one share of this pool. At the end of each month, MYATM will identify all qualified sponsors who have at least one new **Marketing Advertising Director** on his/her first level. MYATM will divide the said 1% (one percent) by the number of new **Marketing Advertising Directors** and award one share of the pool to the sponsor of each new **Marketing Advertising Director**. A sponsor will receive one share for each new **Marketing Advertising Director** that he/she has sponsored that month. If no one qualified for this bonus, it will carry forward to the next month for the same incentive mentioned herein.

C5. PAYMENT TO MYATMREP

MYATM reserves the right to calculate, at any time, at its discretion, how much each MYATMREP bonus point to date from the first of the month on all MYATMREPs. There is no limit on how many times MYATM may recalculate these numbers during the period of a day. A MYATMREP can view and track how many MYATM BONUS POINTS they have earned as of the last calculation. On the first day of every calendar month, MYATM will attempt to calculate MYATM BONUS POINTS of every MYATMREP for the previous month. There is NO GUARANTEE OF EARNING, and there is NO GUARANTEE THAT THE CALCULATION OF BONUS POINTS CAN BE ACHIEVED IN THE FIRST TEN DAYS OF THE FOLLOWING MONTH.

C 6. CONVERSION FROM POINTS EARNED TO U.S.D.

After the last accounting day of the month, a MYATMREP's bonus points will initially be displayed in his/her back office as "non convertible points". Once the respective points earned equals or exceed 20 points, the convertible points will be converted to a cash bonus based on the following formula: For every 20 convertible bonus points earned by a USA MYATMREP, it will generate a \$20.00 USD payable to the MYATMREP. MYATM will pay MYATMREP via the MYATMREP debit card that is approved by MYATM. Payment to all MYATMREPs should be on the 15th day of the next month. There will be a service charge of \$5.00 per commission paid. In addition, the provider of the MYATM debit card will deduct fees as provided in the service agreement between each MYATMREP and the said provider. For International MYATMREPs all points

earned are non convertible and will become convertible only in the event MYATM is approved by the government of the country where the MYATMREP resides to legally engage with the MYATMREP by MYATM Independent Marketing Agreement.

C 7. PAYMENT METHOD.

All MYATM commissions and overrides are paid to the MYATMREP debit card provided by **third party vendor** that is approved by MYATM - with a \$5.00 monthly administrative charge for each payment to the MYATMREP. **Third party vendor** terms, conditions, privacy policy, and fees and payment applied as provided in the service agreement between the MYATMREP and the card provider. Payment method is subject to change at the discretion of MYATM.

C 7. DISPUTE OF PAYMENT.

Qualified active MYATMREP agrees that in order for MYATM to calculate and pay the commission and overrides for all qualified active MYATMREPs, MYATM has to rely on all MYATMREP representations as of his/her qualifications and organizational structure as transmitted and displayed to it over the Internet in its servers. THE TECHNOLOGY AND SYSTEM THAT MYATM RELIES UPON TO PERFORM CALCULATION IS SUBJECT TO FAILURE OR HUMAN IMPERFECTION. Some MYATMREPs, ZZREPs, and/or ZenZuu member could manipulate and manufacture qualified active MYATMREP to achieve qualification, thus misrepresenting their status. MYATM, and or its vendors, servicing agent platform and technology used to perform their day to day business could fail and/or may not recognize legitimate qualification by some qualified active MYATMREPs. Qualified active MYATMREP agrees that it is his/her duty to monitor and notify MYATM of any discrepancy, whether of overpayment or underpayment within 3 (three) business days after commission and overrides are posted. MYATMREPs acknowledge that failure to report to MYATM within 3 day after commission and overrides is posted may cause irreversible damage to MYATM in terms of reputation and finance. MYATMREP agrees that after payment is posted after the date of the end of the accounting month, all discrepancies must be brought to the attention of MYATM by email to MYATMPAYMENTDISCREPANCY@ZenZuu.com within 3 business day from the date payment posted, TOGETHER WITH ALL DOCUMENTED PROOF SUPPORTING YOUR POSITION. IF NO SUCH NOTIFICATION IS MADE TO MYATM, THE MYATMREP IS DEEMED TO HAVE ACCEPTED THE PAYMENT, REGARDLESS OF ANY ERRORS OR DISCREPANCIES AND AGREES TO HOLD MYATM AND ALL OF ITS PARTNERS AND AFFILIATES HARMLESS FROM ANY CLAIM ARISING FROM ANY PURPORTED ERROR OR DISCREPANCY.

C8. PROMOTION OF MYATM ADVERTISING SERVICE.

MYATMREP shall bear the entire cost and expense of conducting its business to promote the sale of and stimulate demand for MYATM advertising. In no event shall a MYATMREP make any representation, guarantee or warranty concerning MYATM advertising except as expressly authorized by MYATM in accordance with the terms of these Terms and Conditions.

C 9. TERRITORIAL RIGHTS.

MYATMREP can sell advertising links anywhere in the world on ZenZuu.com and other MYATM Websites without franchise or territorial restrictions except local advertising online in the US on ZenZuu.com. Such local advertising in the US that is available for display on the ZenZuu site as green page may be promoted by ZZPartners, Inc. only, or its equivalent counterpart in foreign countries.

C10. ALTERATION TO MEMBER POSITION.

A ZenZuu FREE social network member may transfer, sell or will his or her ZenZuu social and business network membership account, together with all ZenZuu affiliated independent businesses related to that account that the member is currently operating, including but not limited to his/her position on MYATM independent advertising sales and the ZenZuu International Net Advertising Revenue Share program at any time. Name and payment information can be changed via member's secured administrative back office, provided that the member pays an administration fee of \$1,000.00 to ZenZuu International, and provides ZenZuu International the proper copies of such transfer approved by the parties, buyer and seller of such

account. Both purchaser and seller of such membership must hold ZenZuu, ZenZuu International, MYATM and all of their respective agents, employees, partners, vendors, and affiliates harmless against any claim, and or liability arising out of this membership transfer. ZenZuu, MYATM and ZenZuu International does not approve any one annuity company purchasing more than one ZenZuu membership account.

C11. USE OF MYATM PUBLIC OR PROPRIETARY INFORMATION.

To maintain accuracy and consistent image, it is required that all media inquiries (including radio, television, and print publication) be referred directly to MYATM. Any individual or entity that uses any marketing material with the MYATM or ZenZuu name and/or logo on it must have the prior written approval of ZenZuu and/or MYATM before using such material. Any marketing material with the MYATM name and/or logo on it must have the prior written approval of MYATM before being used. Materials that do not mention MYATM are the sole responsibility of each MYATMREP. No phone numbers or the address of MYATM may be used on any materials used by a MYATMREP unless it is approved in advance by MYATM.

C12. BUSINESS CARDS.

The MYATM Name and/or Logo may be used only on business cards approved by MYATM to be used by MYATMREPs.

C13. TRADEMARKS.

During the term of the Agreements, a qualified active MYATMREP shall have the right to indicate to the public that he or she is an authorized independent representative of MYATM and to advertise MYATM under the trademarks and trade names that MYATM may adopt from time to time (the "MYATM Trademarks"). Nothing herein shall grant any qualified active MYATMREP any right, title or interest in any MYATM Trademark. At no time during or after the term of the Agreements shall a MYATMREP challenge or assist others to challenge the validity of any MYATM Trademark or the registration thereof, or attempt to register any trademarks, marks or trade names confusingly similar to those of MYATM. All representations of MYATM Trademarks that a qualified active MYATMREP intends to use shall be exact copies of those used by MYATM or shall first be submitted to MYATM for approval (which may be withheld by MYATM at its sole and absolute discretion) of design, color, and other details. In the event that any MYATM Trademark is to be used in conjunction with another trademark on or in relation to the Services, the MYATM Trademark shall be presented equally legibly, equally prominently, and of equal or greater size than the other, and it must be separated from the other so that each appears to be a mark in its own right, distinct from the other mark.

C14. INVOLUNTARY TERMINATION.

A MYATMREP's violation of any of the terms of the Agreement, including any amendments that may be made by MYATM in its sole discretion, may result in the involuntary termination of this Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier for delivery to the MYATMREP's last known address, email address, or fax number, or to his/her attorney, or when the MYATMREP receives actual notice of termination, whichever occurs first. Such termination shall include the cancellation of the MYATMREP's MYATM websites. In addition, the Agreement may be terminated at the sole discretion of MYATM for false representation; spamming during marketing practices; violation of Terms and conditions of ZenZuu; Unethical behavior; Promoting or committing violence toward others, or infringement of copyright, patent and trademark restrictions applicable to MYATM, ZenZuu, or ZenZuu International. In the case of termination, any commissions due to that date will be paid in full.

C15. LIMITATION ON LIABILITY.

IN THE EVENT OF TERMINATION BY EITHER PARTY, IN ACCORDANCE WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, BECAUSE OF SUCH TERMINATION, FOR COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS IN PARTICIPANT TERMS & CONDITIONS CONNECTION WITH THE BUSINESS OR GOODWILL OF MYATM OR ACTIVE MYATMREP. MYATM'S SOLE LIABILITY

UNDER THE TERMS OF THIS DOCUMENT SHALL BE FOR ANY UNPAID COMMISSIONS THAT IS DUE TO QUALIFIED ACTIVE MYATMREP.

C16. NO CONSEQUENTIAL DAMAGES.

MYATM WILL MAKE EVERY EFFORT TO ASSURE NON-INTERRUPTED SERVICE THROUGH OUR ADVERTISING SYSTEMS BUT IN NO EVENT SHALL MYATM BE LIABLE TO ANY OF ITS ADVERTISERS OR ANY ZENZUU MEMBER, ZZREP OR MYATMREP FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND UNDER ANY CAUSE OR ACTION (INCLUDING NEGLIGENCE), WHETHER OR NOT MYATM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS DOCUMENT, MYATM'S TOTAL LIABILITY FOR DAMAGES IN CONNECTION WITH THE RELATIONSHIP, WHETHER IN AN ACTION IN CONTRACT OR TORT OR ANY OTHER FORM OF ACTION, SHALL BE FOR ANY UNPAID COMMISSIONS DUE A QUALIFIED ACTIVE MYATMREP.

C17. INDEMNIFICATION.

MYATMREP shall be solely responsible for, and shall indemnify and hold MYATM free and harmless from, any and all claims, damages or lawsuits (including MYATM's attorneys' fees) arising out of the acts or omissions or misconduct of MYATMREP, his/her/its employees or agents, including, without limitation, claims by third parties against MYATM as a result of MYATMREP's (i) representation of MYATM in a manner inconsistent with MYATM's published Advertising System descriptions and warranties, (ii) use of MYATM inconsistent with the terms of the Agreements and the published terms, (iii) service or support of the Services; or (iv) failure of MYATMREP, its employees or agents to comply with any applicable local or regional law or regulation. The MYATMREP agrees to hold MYATM, ZenZuu, and ZenZuu International, and their respective partners, agents, vendors, employees, and affiliates harmless from any claim or claims resulting from the MYATMREP's activities whether on behalf of MYATM or not.

C18. INJURIES.

MYATMREP acknowledges that MYATMREP should obtain and provide its own insurance coverage's for any and all injury or damage claims that may arise from MYATMREP's participation with MYATM.

C19. MISCELLANEOUS.

C19.1. Successors and Assigns.

The rights and obligations of the MYATMREP under the Agreements may not be transferred or assigned directly or indirectly, without the express written consent of MYATM, and as provided in section C.10 above. Subject to the foregoing, terms and conditions of this Agreements, it shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in the Agreements, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this the Agreements, except as expressly provided in the Agreements. MYATM shall have the right to assign the Agreements without the consent of MYATMREP.

C19.2. Arbitration.

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the City of Las Vegas, NV, or whatever city MYATM corporate offices are currently located. The parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure. No other aspects of the Federal Rules of Civil Procedure shall be applicable to arbitration. There shall be one arbitrator, an attorney at law, who shall have expertise in business law. If arbitration is necessary to enforce or interpret the terms of the Agreements,

the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

C19.3. Notices.

Except as otherwise specifically provided herein, any notice required or permitted by the Agreements shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile or electronic mail transmission, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address, facsimile number or electronic mail address as set forth below, or as subsequently modified by written notice.

C19.4. Severability.

If one or more provisions of the Agreements are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from the Agreements, (ii) the balance of the Agreements shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreements shall be enforceable in accordance with its terms.

C19.5. Entire Agreement.

This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

C19.6. Advice of Legal Counsel.

Each party acknowledges and represents that, in executing the Agreements, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of the Agreements. The Agreements shall not be construed against any party by reason of the drafting or preparation thereof.

C19.7. Voluntary Cancellation of this MYATMREP Agreement.

MYATMREP may cancel their MYATM agreement at any time. Any past remaining obligation by MYATMREP will remain in effect and any commission and overrides due to MYATMREP by MYATM will be paid in full.

A. ADDITIONAL AGREEMENT, TERMS AND CONDITIONS THAT ARE APPLICABLE FOR ZENZUU INTERNATIONAL INDEPENDENT MARKETING REPRESENTATIVE("ZZREP"):

In consideration of the entire agreement and of the mutual promises contained in the Agreement, the parties agree as follows:

LIMITED LICENSE GRANT TO GIVE AWAY FREE ZENZUU SOCIAL NETWORK MEMBERSHIP PERSONALLY OR THROUGH YOUR MAKETING ORGANIZATION.

Subject to the terms and conditions set forth in the entire Agreement, ZenZuu International hereby grants to you, a non-exclusive license FOR THE IMMEDIATE MONTH FOLLOWING THE DATE OF THIS AGREEMENT, starting on the 0 hour on the 1st (first) day of the calendar month, and ending on the 12th hour on the last day of the month, subject to you agreeing to abide by our terms and conditions in this agreement to the right to represent ZenZuu International for the purpose of marketing FREE ZenZuu social network memberships the following month to third parties, and motivating your down line marketing members to the same, to generate potential compensation described in this agreement by approval of this section D of the Agreement and the entire Agreement.

D1. ZZREP COMPENSATION:

The ZenZuu International 80% NET ADVERTISING REVENUE SHARING SYSTEM was developed to reward any ZZREP who meets the qualification requirements set forth herein, an additional bonus in ZZ BONUS POINTS as follows:

D1.1 Qualifications and how to earn ZZ BONUS POINTS:

D1. 1.a. Active ZZREP: A ZenZuu FREE social network member, after logging in and out of ZenZuu.com 30 (thirty) times during a certain calendar month, accepts ZenZuu International Terms and Agreement mentioned herein for the following month, to receive 1 (one) ZZ BONUS point for that following month.

D1.1.b ZZ MARKETING EXECUTIVE: If you are an Active ZZREP, and have 2 (two) or more ZenZuu FREE social network members that you have personally sponsored within the first level of your Down line become, or maintain their status as, Active ZZREPs this month, then on the following month, you will receive an additional 1(one) ZZ BONUS point for each Active ZZREP found in your first, second, third, fourth, fifth, sixth, seventh, eighth, and ninth level of your direct line of sponsorship organization.

D1.1.c ZZ MARKETING DIRECTOR: If you are an Active ZZREP, and have 5 (five) or more ZenZuu members that you have personally sponsored within the first level of your Down line become, or maintain their status as, Active ZZREPs this month, then on the following month, you will receive a **Tenth Level 100% (one hundred percent)** matching bonus in ZZ BONUS POINTS as follows: as a ZZ MARKETING DIRECTOR, you will be awarded in ZZ BONUS points an amount that is equal to all ZZ BONUS points earned by all Active ZZREPs on your tenth level in your down line, excluding any of their matching bonuses in ZZ BONUS POINTS. ZenZuu International does not award matching bonuses on matching bonuses.

D1.2 Maintenance of qualification:

D1.2.a Calendar month: starts at the 0 hour Central Time US of the 1st (first) day of the calendar month and lasts until 12:00 Midnight Central Time US on the last night of that same calendar month.

D1.2.b Qualification period to become an Active ZZREP: A ZZREP meets qualification to be eligible for ZZ BONUSSES in the following month by:1- logging in and out of the ZenZuu.com site 30 times during a calendar month, and 2- clicking on the button to signify his/her acceptance of this Agreement to be in effect the following month.

D1.2.c Renewal of qualification: during the month this Agreement is in effect, a ZZREP can re-qualify to be eligible for ZZ BONUSSES in the following month by:1- logging in and out of the ZenZuu.com site 30 times during a calendar month, and 2- clicking on the button to signify his/her acceptance of this agreement to be in effect the following month.

D1.2.d Out of qualification: Once a ZZREP becomes active and qualified for any type of ZZ BONUS points, and at any time thereafter falls below the qualification requirements in any given month, the ZZREP will not be eligible for the receipt of ZZ BONUSSES in the following month. However if in any future month that ZZREP again meets qualification, he/she would be eligible for receipt of ZZREP ZZ BONUS points in the following month.

D.2 Conversion from ZZ BONUS POINT to Payment in U.S.D

D2.a. A ZZREP must meet the Qualification requirements the previous month to be eligible to earn ZZ BONUS POINTS for the following month. A ZZREP who maintains qualifications as described above in any given month, is eligible to participate in the ZenZuu International 80% Net Advertising Revenue Share Program for the following month to earn ZZPOINTS.

D2.b. Conversion from ZZ BONUS POINTS to U.S.D.: No later than ten (10) days following the end of the month that the ZZ BONUS POINTS are earned, ZenZuu International will convert the ZZ BONUS points that the ZZREP has earned to cash payment in US Dollars as follows:

The ZZ BONUS points that ZZREPs earned during the month this Agreement is in effect, will be converted into U.S. Dollars at the end of the Payment Period, which is the last day of the calendar month. The amount of ZZ

BONUS points after conversion to U.S. Dollars, if larger than \$20.00 U.S., will be paid to the ZZREP via the ZZREP Debit Card Account that is approved by ZenZuu International for security purposes.

Each ZZ BONUS point is converted to US Dollar by the following calculation:

N= Net Advertising Revenues received from Advertisements placed on Zenzuu.com and any 3rd party Websites using MYATM Advertising Technology Module. MYATM, after paying MYATMREPs, its vendors, suppliers, servers and corporate overhead, currently pays to ZenZuu 40% of every advertising dollar it receives through its marketing and promotional effort, including advertisements that are not placed in ZenZuu.com. ZenZuu then distributes 80% of what it receives (which is 80% of 40% which equals 32% of every ad dollar MYATM receives--gross before expenses) to ZenZuu International for payment to ZZREPs under the 80% Net Advertising Revenue Sharing Formula.

M= 25% of Net Advertising received from ZZ Partners from local advertising links placed on ZenZuu.com by local business advertisers in the USA (after ZZ Partners Payments to commissions, overrides, and other sales related expenses)

X = **(N+M)** X 80% (N plus M times 80% equals X)

A = Total Active ZZREPs within the complete ZenZuu International organization.

X / A = Y (X divided by A equals Y. Y is unique every month because X and A are varied each month)

Y X 5% = C (Y times 5% equals C. C is the conversion rate from each ZZ BONUS point in the Ad Revenue Share System to US Dollars. C is unique because Y is different every month).

P = Total points a ZZREP has received the month before the conversion to U.S. Dollars is executed. **P is unique because it is the points that the ZZREP earns for the total active ZZREPs that exist in his/her level one through nine in the direct down line organization for the applicable month at one point per Active ZZREP.**

C X P = D (Take C, the conversion rate from each ZZ BONUS point in the Ad Revenue Share System to U.S. Dollar for the month, times P, which is the total points **that the ZZREP earns for the total active ZZREPs in his/her level one through nine in his/her direct down line organization for the applicable month, equals D**)

D = Total dollars (\$) a ZZREP earned in exchange for the ZZ BONUS POINTS that he/she has earned for the month immediately following the month that he/she meets qualification.

If **D** is greater or equal to \$20.00 then D will be deposited into the ZZREP ZenZuu Debit Card Account. A transaction fee of \$5.00 will be withheld from the deposit by ZenZuu. Additional fees will be charged to the account in accordance with the service agreement between ZZREP and the issuer of the ZenZuu Debit Card.

If **D** is smaller than \$20.00 then D will remain as a credit in U.S. Dollars. This amount will be accrued and displayed in the ZZREP's back office as bonus earned and unpaid. This amount will be accrued in U.S. Dollars for the following months until it equals \$20.00 U.S., at which time it will be paid to the ZZREP via his/her debit card. A transaction fee of \$5.00 will be withheld from the deposit by ZenZuu. Additional fees will be charged to the account in accordance with the service agreement between ZZREP and the issuer of the ZenZuu Debit Card.

D3. PAYMENT METHOD:

ZZREP will be required to obtain a debit card to receive payment from ZenZuu International. ZZREP is subject to a monthly debit card fee for having an active Debit Card Account with a ZenZuu approved third party debit card provider, third party fees and conditions applies.

D 4. PAYMENT TRACKING.

ZenZuu International reserves the right to calculate, at any time, at its discretion, the bonus points earned to date by a ZZREP from the first of the month. There is no limit on how many times ZenZuu International may recalculate these numbers during the period of a day. ZZREPs can view and track how many ZZ BONUS POINTS they have accrued as of the last calculation by ZenZuu International. On the first day of every

calendar month, ZenZuu International will attempt to calculate the ZZ BONUS POINTS of every ZZREP for the previous month. There is NO GUARANTEE OF EARNINGS, and there is NO GUARANTEE THAT THE CALCULATION OF BONUS POINTS CAN BE ACHIEVED IN THE FIRST TEN DAYS OF THE FOLLOWING MONTH.

D 5. DISPUTE OF PAYMENT.

Qualified active ZZREP agrees that in order for ZenZuu International to calculate and pay the commission and overrides for all qualified active ZZREPs, ZenZuu International has to rely on all ZZREP representations as of his/her qualifications and organizational structure as transmitted and displayed to it over the Internet in its servers. THE TECHNOLOGY AND SYSTEM THAT ZENZUU INTERNATIONAL RELIES UPON TO PERFORM CALCULATION IS SUBJECT TO FAILURE OR HUMAN IMPERFECTION. Some ZZREP, MYATMREP, ZenZuu member, or other could manipulate and manufacture qualified active ZZREP to achieve qualification, thus misrepresenting their status. ZenZuu International, and or its vendors, servicing agent platform and technology used to perform their day to day business could fail and/or may not recognize legitimate qualification by some qualified active ZZREPs. ZZREP agrees that it is his/her duty to monitor and notify ZenZuu International of any discrepancy, whether of overpayment or underpayment within 3 (three) business day after commission and overrides are posted. ZZREPs acknowledge that failure to report to ZenZuu International within 3 day after commission and overrides is posted may cause irreversible damage to ZenZuu International in terms of reputation and finance. ZZREP agrees that after payment is posted after the date of the end of the accounting month, all discrepancies must be brought to the attention of ZenZuu International by email to: ZZPAYMENTDISCREPANCY@ZenZuu.com within 3 business day from the date payment posted, TOGETHER WITH ALL DOCUMENTED PROOF SUPPORTING YOUR POSITION. IF NO SUCH NOTIFICATION IS MADE TO ZENZUU INTERNATIONAL, THE ZZREP IS DEEMED TO HAVE ACCEPTED THE PAYMENT, REGARDLESS OF ANY ERRORS OR DISCREPANCIES AND AGREES TO HOLD ZENZUU INTERNATIONAL AND ALL OF ITS PARTNERS AND AFFILIATES HARMLESS FROM ANY CLAIM ARISING FROM ANY PURPORTED ERROR OR DISCREPANCY.

D 6. PROMOTION OF ZENZUU INTERNTIONAL.

ZZREP shall bear the entire cost and expense of conducting its business to promote ZenZuu FREE social network membership and the uses of it. In no event shall ZZREP make any representation, guarantee or warranty concerning ZenZuu International except as expressly authorized by ZenZuu International in accordance with the terms of these Terms and Conditions.

D7. TERRITORIAL RIGHTS.

ZZREP can promote ZenZuu FREE social network membership to anyone who is legally doing business with a US company from anywhere in the world without franchise or territorial restrictions except in foreign country where prohibited by law, subject to ZenZuu Terms and Conditions.

D 8. ALTERATION TO MEMBER POSITION.

A ZenZuu FREE social network member may transfer, sell or will his or her ZenZuu social and business network membership account, together with all ZenZuu affiliated independent businesses, related to that account that the member is currently operating, including but not limited to his/her position on MYATM independent advertising sales and the ZenZuu International Net Advertising Revenue Sharing program at any time. Name and payment information can be changed via member's secured administrative back office, provided that the member pays an administration fee of \$1,000.00 to ZenZuu International, and provide ZenZuu International the proper copies of such transfer, approved by both parties, buyer and seller of such account. Both purchaser and seller of such membership must hold ZenZuu, ZenZuu International, MYATM and all of their respective agents, partners, vendors, affiliates, and employees harmless against any claim, and or liability arising out of this membership transfer. ZenZuu International does not approve any one annuity company purchasing more than one ZenZuu membership account.

D9. USE OF ZENZUU INTERNATIONAL PUBLIC OR PROPRIETARY INFORMATION.

To maintain accuracy and consistent image, it is required that all media inquiries (including radio, television, and print publication) be referred directly to ZenZuu International. Any individual or entity that uses any marketing material with the ZenZuu or ZenZuu International name and/or logo on it must have the prior written approval of ZenZuu International before using such material. Materials that do not mention ZenZuu International are the sole responsibility of each ZZREP. No phone numbers or the address of ZenZuu International may be used on any materials used by a ZZREP unless it is approved in advance by ZenZuu International.

D 10. BUSINESS CARDS.

The ZenZuu or ZenZuu International Name and/or Logo may be used only on business cards approved by ZenZuu International to be used by ZZREP.

D 11. TRADEMARKS.

During the term of the Agreements, a ZZREP shall have the right to indicate to the public that he or she is an authorized independent representative of ZenZuu International and to advertise ZenZuu International under the trademarks and trade names that ZenZuu International may adopt from time to time (the "ZenZuu International Trademarks"). Nothing herein shall grant any ZZREP any right, title or interest in any ZenZuu International Trademark. At no time during or after the term of the Agreements shall any ZZREP challenge or assist others to challenge the validity of any ZenZuu International Trademark or the registration thereof, or attempt to register any trademarks, marks or trade names confusingly similar to those of ZenZuu International. All representations of a ZenZuu International Trademark that a ZZREP intends to use shall be exact copies of those used by ZenZuu International or shall first be submitted to ZenZuu International for approval (which may be withheld by ZenZuu International at its sole and absolute discretion) of design, color, and other details. In the event that any ZenZuu International Trademark is to be used in conjunction with another trademark on or in relation to the Services, the ZenZuu International Trademark shall be presented equally legibly, equally prominently, and of equal or greater size than the other, and it must be separated from the other so that each appears to be a mark in its own right, distinct from the other mark.

D 12. INVOLUNTARY TERMINATION.

A ZZREP's violation of any of the terms of the Agreement, including any amendments that may be made by ZenZuu International in its sole discretion, may result in the involuntary termination of this Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier for delivery to the ZZREP's last known address, email address, or fax number, or to his/her attorney, or when the ZZREP receives actual notice of termination, whichever occurs first. Such termination shall include the cancellation of the ZZREP's ZenZuu International websites. In addition, the Agreement may be terminated at the sole discretion of ZenZuu International for false representation; spamming during marketing practices; violation of Terms and conditions of ZenZuu; Unethical behavior; Promoting or committing violence toward others, or infringement of copyright, patent and trademark restrictions applicable to ZenZuu International or ZenZuu. In the case of termination, any commissions due to that date will be paid in full.

D 12. LIMITATION OF LIABILITY.

IN THE EVENT OF TERMINATION BY EITHER PARTY, IN ACCORDANCE WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, BECAUSE OF SUCH TERMINATION, FOR COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS IN PARTICIPANT TERMS & CONDITIONS CONNECTION WITH THE BUSINESS OR GOODWILL OF ZENZUU INTERNATIONAL OR ZZREP. ZENZUU INTERNATIONAL 'S SOLE LIABILITY UNDER THE TERMS OF THIS DOCUMENT SHALL BE FOR ANY UNPAID COMMISSIONS THAT IS DUE TO ZZREP.

D 13. NO CONSEQUENTIAL DAMAGES.

ZENZUU INTERNATIONAL WILL MAKE EVERY EFFORT TO ASSURE NON-INTERRUPTED SERVICE BUT IN NO EVENT SHALL ZENZUU INTERNATIONAL BE LIABLE TO MEMBER FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND UNDER ANY CAUSE OR ACTION (INCLUDING NEGLIGENCE), WHETHER OR NOT ZENZUU INTERNATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS DOCUMENT, ZENZUU INTERNATIONAL 'S TOTAL LIABILITY FOR DAMAGES IN CONNECTION WITH THE RELATIONSHIP, WHETHER IN AN ACTION IN CONTRACT OR TORT OR ANY OTHER FORM OF ACTION, SHALL BE FOR ANY UNPAID COMMISSIONS DUE A ZZREP.

D 14. INDEMNIFICATION.

ZZREP shall be solely responsible for, and shall indemnify and hold ZENZUU INTERNATIONAL free and harmless from, any and all claims, damages or lawsuits (including ZENZUU INTERNATIONAL 's attorneys' fees) arising out of the acts or omissions or misconduct of ZZREP, his/her/its employees or agents, including, without limitation, claims by third parties against ZENZUU INTERNATIONAL as a result of ZZREP's (i) representation of ZENZUU INTERNATIONAL in a manner inconsistent with ZENZUU INTERNATIONAL 's published Advertising System descriptions and warranties, (ii) use of ZENZUU INTERNATIONAL inconsistent with the terms of the Agreements and the published terms, (iii) service or support of the Services; or (iv) failure of ZZREP, its employees or agents to comply with any applicable local or regional law or regulation. The ZZREP agrees to hold ZENZUU INTERNATIONAL, and its agents, vendors, employees, partners, and affiliates harmless from any claim or claims resulting from the ZZREP's activities whether on behalf of ZENZUU INTERNATIONAL or not.

D 15. INJURIES.

ZZREP acknowledges that ZZREP should obtain and provide its own insurance coverage's for any and all injury or damage claims that may arise from ZZREP's participation with ZENZUU INTERNATIONAL.

D 16. MISCELLANEOUS.

D 16.1 Successors and Assigns. The rights and obligations of the qualified active ZZREP under the Agreements may not be transferred or assigned directly or indirectly, without the express written consent of ZenZuu International. Subject to the foregoing, terms and conditions of this the Agreements shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in the Agreements, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this the Agreements, except as expressly provided in the Agreements. ZenZuu International shall have the right to assign the Agreements without the consent of ZZREP or ZenZuu FREE member.

D 16.2. Arbitration. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the City of Las Vegas, NV, or whatever city ZenZuu International corporate offices are currently located. The parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure. No other aspects of the Federal Rules of Civil Procedure shall be applicable to arbitration. There shall be one arbitrator, an attorney at law, who shall have expertise in business law. If arbitration is necessary to enforce or interpret the terms of the Agreements, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

D 16.3. Notices. Except as otherwise specifically provided herein, any notice required or permitted by the Agreements shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile or electronic mail transmission, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address, facsimile number or electronic mail address as set forth below, or as subsequently modified by written notice.

D 16.4. Severability. If one or more provisions of the Agreements are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from the Agreements, (ii) the balance of the Agreements shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreements shall be enforceable in accordance with its terms.

D 16.5. Entire Agreement. This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

D 16.6. Advice of Legal Counsel. Each party acknowledges and represents that, in executing the Agreements, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of the Agreements. The Agreements shall not be construed against any party by reason of the drafting or preparation thereof.

D 16.7. ZZREP Voluntary Cancellation of this Agreement. ZZREP may cancel their agreement with ZenZuu International at any time. Any past remaining obligation by ZZREP will remain in effect and any commission and overrides due to ZZREP by ZenZuu International will be paid in full.

E. DISCLAIMER OF WARRANTIES.

MYATM provides the MYATM advertising module "as is", "with all faults" and "as available.". MYATM and its suppliers, vendors, partners, affiliates, parent companies, and employees make no express warranties or guarantees about MYATM. TO THE EXTENT PERMITTED BY LAW, MYATM, ZENZUU, ZENZUU INTERNATIONAL, AND THEIR RESPECTIVE VENDORS, SUPPLIERS, PARTNERS, AFFILIATES, EMPLOYEES, AND PARENT COMPANIES DISCLAIM IMPLIED WARRANTIES THAT MYATM AND ALL SOFTWARE, CONTENT, ADVERTISING MODULE, AND SERVICES DISTRIBUTED THROUGH MYATM OR ANY OF THEM ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT MYATM PRODUCTS, SOFTWARE, OR SERVICES WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. MYATM DOES NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF MYATM, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, AND ACCURATE OR MEET YOUR REQUIREMENTS. MYATM DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE ZENZUU, MYATM, ZENZUU INTERNATIONAL BACK OFFICE, OR CONTENTS, OR ADVERTISEMENT AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A MYATM INDEPENDENT MARKETING REPRESENTATIVE, ITS OFFICERS, A ZENZUU MEMBER, A ZENZUU SPEAKER ON ITS LIVE CONFERENCE CALLS OR ON ANY OTHER FORUM, A ZENZUU INDEPENDENT MARKETING REPRESENTATIVE, OR ITS OFFICERS, SHALL BE CONSTRUED AS OR CREATE A WARRANTY. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS CONTRACT CAN NOT CHANGE.

F. LIMITATION OF LIABILITY.

YOUR EXCLUSIVE REMEDY REGARDING ANY ADVERTISING YOU PLACED USING THE ADVERTISING MODULE PROVIDED BY MYATM SHALL BE THE REPLACEMENT OF ANY SUCH ADVERTISING TO THE

EQUIVALENT OF PAGE VIEWS AND SPECIFICITIES THAT YOU PAID FOR. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OTHER DISPUTE WITH MYATM INCLUDING BUT NOT LIMITED TO ADVERTISING SERVICE PROVIDED IS TO DISCONTINUE YOUR USE OF SUCH MYATM SERVICE. IN NO EVENT SHALL THE LIABILITY OF MYATM, OR THE LIABILITY OF ZENZUU, ZENZUU INTERNATIONAL AND OUR VENDORS OR SUPPLIERS FOR ANY AND ALL CLAIMS RELATING TO THE USE OF MYATM EXCEED THE TOTAL AMOUNT OF SERVICE FEES THAT YOU PAID US DURING A ONE-MONTH PERIOD FOR THE SPECIFIC ADVERTISING SERVICE AT ISSUE.

MYATM, AND ITS VENDORS, SUPPLIERS, PARTNERS, AFFILIATES, PARENT COMPANY, OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON MYATM ADVERTISING MODULE AND ITS RELATED MARKETING METHODS AND SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY, AND THE LIABILITY OF OUR PARENT AND SUPPLIERS, SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

G. INDEMNIFICATION.

Upon a request by MYATM, ZENZUU, or ZENZUU INTERNATIONAL, you agree to defend, indemnify, and hold harmless MYATM, ZENZUU, ZENZUU INTERNATIONAL, and their respective shareholders, parent companies, and other affiliated companies, and their respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of MYATM. MYATM, ZENZUU, ZENZUU INTERNATIONAL reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

H. COOPERATE IN LEGAL ACTION TO RECOVER DAMAGES.

Upon a request by ZenZuu, MYATM, or ZenZuu International, you agree to cooperate with MYATM, ZENZUU, ZENZUU INTERNATIONAL, and their respective shareholders, parent companies, and other affiliated companies, and their respective employees, contractors, officers, directors, and agents to prosecute any person(s), entity, and their conspirators for their action to disparage or cause damage to ZenZuu's, MYATM's, or ZenZuu International's respective reputation and business or businesses, actions that include but are not limited to: misrepresentation about ZenZuu, MYATM, or ZenZuu International business practices, including but not limited to representations to the public or any forum statements that is contrary to the fact that IT IS FREE TO BE A ZENZUU SOCIAL NETWORK MEMBER, IT IS FREE TO BECOME A ZZREP, AND IT IS FREE TO BECOME A MYATMREP . MYATM, ZENZUU, and ZENZUU INTERNATIONAL reserve the right, at our own expense, to assume the exclusive defense, prosecution and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses and prosecution.

I. CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES.

You agree that the laws of the State of Nevada govern this contract and any claim or dispute that you may have against MYATM, ZENZUU, ZENZUU INTERNATIONAL, without regard to Nevada's conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. You agree that Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the City of Las Vegas, NV, or whatever city MYATM corporate offices are currently located. The parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure. No other aspects of the Federal Rules of Civil Procedure shall be applicable to arbitration. There shall be one

arbitrator, an attorney at law, who shall have expertise in business law. If arbitration is necessary to enforce or interpret the terms of the Agreements, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

You further agree that in the event that arbitration is not available by the order of a court, any disputes or claims that you may have against MYATM, ZenZuu or ZenZuu International will be resolved by a court located in Clark County, State of Nevada and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. BY AGREEING TO THESE TERMS OF USE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST MYATM, ZENZUU, OR ZENZUU INTERNATIONAL BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE STATE OF NEVADA OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE STATE OF NEVADA FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

J. INTERNATIONAL USE.

MYATM makes no representation that ITS SERVICE, ADVERTISING MODULE, SOLFWARE, THIRD PARTY MYATM ADVERTISERS AND NON ADVERTISERS LINKS, AND CONTENT ON MYATM AND ZENZUU.COM, THIRD PARTY MYATM ADVERTISERS AND NON ADVERTISERS SITES is appropriate or available for use in locations outside the United States, and accessing any or all of these sites mentioned herein from territories where the Content is illegal is prohibited. If you choose to access MYATM, ZenZuu.com, MYATM third party advertiser or non advertiser Websites, from a location outside the U.S., be advised that that you are responsible for compliance with local laws.

K. USAGE WITHIN THE UNITED STATES AND ITS TERRITORIES.

MYATM makes no representation that ITS SERVICE, ADVERTISING MODULE, SOLFWARE, THIRD PARTY MYATM ADVERTISERS AND NON ADVERTISERS LINKS, AND CONTENT ON MYATM, ZENZUU.COM, THIRD PARTY MYATM ADVERTISERS AND NON ADVERTISERS SITES is appropriate or available for use in any location inside the United States, and its territories, and accessing any or all of these sites mentioned herein from any location where the Content is illegal is prohibited. If you choose to access MYATM, MYATM third party advertiser or non advertiser Websites, from any location within the U.S. and its territories, be advised that that you are responsible for compliance with local laws.

L. NOTICES.

Any notice required or permitted by the Agreements shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile or electronic mail transmission, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address, facsimile number or electronic mail address as set forth below, or as subsequently modified by written notice.

M. SEVERABILITY.

If one or more provisions of the Agreements are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from the Agreements, (ii) the balance of the Agreements shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreements shall be enforceable in accordance with its terms.

N. ENTIRE AGREEMENT.

This document has been reformatted for ease of reading, no information has been altered.

This Agreement is the product of all of the parties to this Agreement mentioned above. All prior representations, negotiations and drafts of the parties with regard to the transactions contemplated herein have been canceled. Any and all other written or oral agreements existing between the parties, including but not limited to representation made from one party, its officers, independent representative to the others, in all forms of communication; in person, in writing, in voice, in video, and any other form of communication hereto regarding such transactions are expressly canceled. This Agreement constitutes the entire agreement between such parties pertaining to the subject matter hereof.