

## **PRIVACY POLICY**

**Effective March 18, 2008:**

**This Privacy Policy supersedes any verbal representation made by any Independent Marketing Representative of ZenZuu (“REP”), any ZenZuu employees, partners and affiliates, whether such representation is made in person, in voice recording, or in video recording.**

ZenZuu, Inc. (“ZenZuu” or “we”) is the operator of ZenZuu.com (“the Site”).

This Privacy Policy describes ZenZuu’s use and its ability to share with others, including but not limited to its affiliates, partners, and third parties your personally identifiable information (“PII”) that is collected. Your (“PII”) includes your full name, email address, mailing address, telephone number, or credit card number that you voluntarily provide to ZenZuu when you register to be a Member of the ZenZuu Services (also known as “Registration PII”).

The Term “User” refers to a person who voluntarily or involuntarily visits or browses the Site (Visitor) or a Member.

The Term “REP” refers to an Independent Marketing Representative. “REP” is a ZenZuu social networking member who also chooses to become ZenZuu Independent Marketing Representative (“REP”) by accepting the terms and conditions of ZenZuu Advertising Revenue sharing program.

This Privacy Policy applies to the services offered by ZenZuu, including any sub domain of ZenZuu.com URL (the “ZenZuu Website”), the ZenZuu instant messaging service, the ZenZuu application developer service and other features, including but not limited to music and video embedded players, ZenZuu mobile services when available, and any other features, content, or applications offered from time to time by ZenZuu, its affiliates, and partners, in connection with the ZenZuu Website (collectively, the “ZenZuu Services”). The ZenZuu Services are hosted in the United States and other countries when and where it is required to do so for legal or business reasons.

### **PERSONS OR PARTIES COVERED**

This Privacy Policy is intended to cover all Visitors to the ZenZuu.com Web Site. Any Visitors, whether intentionally or unintentionally, whether solicited or unsolicited, are described herein as “Visitors” and are parties to this Privacy Policy. Persons who join ZenZuu as “Members” of the ZenZuu Services who are over 18, any minors UNDER 18 YEARS OF AGE, and guardian of such minor to whom the guardian register the ZenZuu membership account for, so the minor can use the Service under the guardian strict supervision, are also covered by this Privacy Policy use.

### **INDEPENDENT MARKETING REPRESENTATIVE REGISTRATION**

In order to become an Independent Marketing Representative an applicant must first complete and submit the Independent Marketing Representative Application and Agreement (“Agreement”). During enrollment an applicant is required to provide contact information (such as name, mailing address, telephone numbers, and email address). We use this information to maintain contact with the Independent Marketing Representative as is necessary pursuant to the Agreement. ZenZuu also requires an applicant’s Social Security Number or Federal Tax ID Number so that ZenZuu may prepare and file necessary non- employee compensation forms for the IRS.

### **CUSTOMER REGISTRATION**

Certain customers may be required to register in order to purchase products directly from ZenZuu (“Registered Customers”) or its affiliates, partners, and third party (businesses) listed in ZenZuu Services. Registered Customers will be required to provide contact information (such as name, mailing address, telephone numbers, and email address) and payment information (such as credit

card or checking account information). ZenZuu, its affiliates, partners, and third party (businesses) listed in ZenZuu Services use this information to maintain contact with the customer and to process the Registered Customer's orders,

### **DOWNLINE GENEALOGY REPORTS**

As a social network company that shares a maximum 80% of its Net Advertising Revenue that it actually received in U.S D with its Independent Marketing Representatives using a multi-level affiliate revenue sharing model (an affiliate who meets qualification can receive compensation on multiple levels of "REP"s on his/her direct line of sponsorship), ZenZuu provides certain information to Independent Marketing Representative regarding the other Independent Marketing Representative and Registered Customers enrolled in an Independent Marketing Representative's downline marketing organization. If you enroll as an Independent Marketing Representative or Registered Customer with ZenZuu, your name, address, email address, and telephone number may be provided to your Sponsor and all of the Independent Marketing Representatives immediately above your Sponsor. No other personally identifiable information will be shared with other Independent Marketing Representatives except what is available in the ZenZuu Services. Such information is made available to ZenZuu Independent Marketing Representative subject to a confidentiality and non-disclosure covenant in the ZenZuu Policies and Procedures.

### **ACCEPTANCE OF THE TERMS OF THIS PRIVACY POLICY.**

Acceptance of the terms of this Privacy Policy is a part of the consideration required to visit or browse the ZenZuu Site. Any person excluded from this website because of the Terms of Use or being rejected by ZenZuu, who nonetheless unlawfully views this site, remains subject to the terms of this Privacy Policy and is in violation of the Terms of Use. Finally, anyone who orders, attempts to order, expecting to receive, received, or receives a product or service, paid for or unpaid for, or expecting a certain service or reward from the ZenZuu Site, even at no cost, is called a "Customer" herein and is subject to this Privacy Policy.

If you do not accept these terms, you have no right to visit this site and you are fraudulently using this site.

The ZenZuu Website is intended for a general and mature audience. **ZenZuu global Market Place, when available, in order to comply with legal requirements and freedom of speech, may have to make available a separate Adult Section within the ZenZuu Site for stores or businesses that market products or services that are available for adult only, including but not limited to Dating Services, Matching Services. Etc.** The person who visits or browses this Adult Section has to be an adult, at least 18-years of age (21-years old in AL, MS, NE, WY, and any other location where 18 is not the age of majority). By viewing the Site as Visitor, or being a Member, or being a Guardian (you have create a Guardian Membership account for a minor to use), you warrant AND TAKE FULL RESPONSIBILITY that you will not permit any person(s) under 18-years of age (21-years old in AL, MS, NE, WY, and any other location where 18 is not the age of majority) to have access to any of the materials contained within this Adult Section mentioned herein of the Site. **(PERSONS UNDER 18 YEARS OF AGE, 21-YEARS OLD IN AL, MS, NE, WY, AND ANY OTHER LOCATION IN THE WORLD WHERE 18 IS NOT THE AGE OF MAJORITY) ARE EXCLUDED FROM THIS SECTION OF THE SITE.** The Adult Section of the Site is not lawfully accessible to persons under the age of 18 or who are otherwise covered by the provisions of the Child Online Privacy Act of 1998 (COPA). If you are under the age of 18 (21-years old in AL, MS, NE, WY, and any other location where 18 is not the age of majority) you must leave the Adult Section of the Site immediately. Fraudulent use of this website may make you subject to civil or criminal sanctions.

### **YOUR ACCEPTANCE OF PRIVACY POLICY MODIFICATION.**

ZenZuu may modify this Privacy Policy at any time to reflect legal requirements, adapt to changes

in its industry, or for other reasons. ZenZuu latest PII collection and use practices, the features of the ZenZuu Services, or technology, and such modifications shall be effective upon posting by ZenZuu on the ZenZuu Website.

Your continued use of the ZenZuu Services after ZenZuu posts a revised Privacy Policy indicates your acceptance of the revised Privacy Policy. It is important that you review this Privacy Policy every time you use the ZenZuu Services for yourself or on behalf of your minor (if your membership is a Guardian Membership that requires you to act as legal guardian for a minor), to become aware of any changes. In the event ZenZuu changes its practices vastly regarding collection or use of your PII, you have two choices: 1)- either you, act on your behalf, or as legal guardian, terminate all ZenZuu Services, which in this case, your PII will continue to be governed by the Policy under which it was collected, or 2) by continuing to use the Service, you, acting on your behalf, or acting as legal guardian, have not objected to the changes and authorize ZenZuu to use your PII under its revised Privacy Policy and signifies your acceptance of the revised Privacy Policy.

### **HOW ZENZUU USE YOUR PII AND NON PII OPERATIONAL COMMUNICATIONS**

You specifically agree that in order for ZenZuu to contact you in connection with your transactions and other activities on the service, including but not limited to: deliver to you confirmation emails, send you important news that, even though there is no guarantee, could enhance your experience in using the Service (such as special event information), inform you of matter that could affect your relationship with ZenZuu, and forward messages to you from other ZenZuu.com users, forward messages to other ZenZuu.com users from you, ZenZuu, its affiliates, partners, sub-agents, and contractors have to use your email address and your PII and other personal information to perform this Operational Communication.

### **PII AND NON PII COLLECTION METHODS AUTHORIZED BY YOU**

You authorize ZenZuu to collect PII from you for any reason, including but not limited to: facilitate your registration as a Member of ZenZuu, facilitate your participation in ZenZuu Services activities; such as sweepstakes, contests, accommodate your desire to obtain information about products, services, newsletters, or other information, or your wish to have content or suggestions you submit to ZenZuu to be reviewed.

ZenZuu is not required to display any of your Contents for any reason.

Furthermore, you give ZenZuu permission to collect your other non-PII, including but not limited to IP address, aggregate user data, purchasing habit, Web surfing habit, viewing habit, personality, personal desire, family information, business information, browser type that you use, and any information about you that we may collect through technical means. This data is used to manage and improve the ZenZuu Services, track usage, for security purposes, and other business related purposes.

### **GUARDIAN RESPONSIBILITY**

In the case that you act as guardian for a minor who is between the age of 14 to 18, you warrant to ZenZuu that you will accept all liability by taking full responsibility to intercept all communication from ZenZuu, its affiliates, and partners, then examine its Contents, making sure these Contents are acceptable for minor prior to allowing your minor to view such Contents. ZenZuu does not knowingly collect PII from children under 14 years of age.

### **YOUR AUTHORIZATION OF USAGE OF YOUR PII AND NON PII**

You authorize ZenZuu, its affiliates, partners, and sub-agents, contractors to use your email address and your PII and other personal information to help us efficiently operate the service mentioned herein.

To operate the service, including processing your transactions and supporting your activities on the service, we may share your personal information with our affiliates, partners, sub-agents, contractors, agents, representatives, and service providers so they can provide us with support services such as authorization of credit card transactions, debit transactions, email origination, support services, managing customer services, order fulfillment and sweepstakes and promotional fulfillment. These entities are authorized by you to use your information for all purpose mentioned herein.

You consent to our providing your personal information to those third parties. Those third parties may use your personal information in accordance with their own privacy policies. You will need to contact those third parties to instruct them directly regarding your preferences for the use of your personal information by them. Additionally, you agree that we may use and disclose all such information so submitted to such third parties in the same manner in which we are entitled to use and disclose any other information submitted to us by you.

Any third party with whom we are allowed to share your personal information with, is authorized to use your personal information in accordance with our contractual arrangements with such third parties, and in accordance with their own privacy policies, which we have no control, and you agree that we are not responsible or liable for any of their actions or omissions.

### **CUSTOMER EMAIL OR TESTIMONIALS**

You agree that by communicating with the site by phone or email, you give us your permission to collect, archive, retrieve, and otherwise use any information collected from you in any manner (electronically or person to person) as the site sees fit.

You authorize that any PII or non PII posted on the Site, or data collected, or information communicated with the Site, may be treated as a testimonial by ZenZuu. ZenZuu can publicize your information (such as your downline organization, your accomplishment, and picture) for commercial purposes.

### **INFORMATION OBTAINED FROM REFERRING EMAIL OR REFERRING URLS**

If you send a friend an email from this Site (invite friend section), or if you send the url or one of our web pages to a friend, data is collected about your IP address or yours and your friend email address. You accept that Referred emails or web pages may appear to come from your email. You must accept full responsibility for referring pages or email to a friend and agree to indemnify ZenZuu for any damage, intentional or unintentional that results from said referrals.

### **INFORMATION OBTAINED FROM VOLUNTARY VISITOR, SUBSCRIBER, MEMBER OR CUSTOMER SURVEYS**

Unless otherwise specified in the survey, any information provided to ZenZuu services as part of a survey in which you participate may be used for general solicitation for commercial purposes. All information you provide will be shared with ZenZuu partners, affiliates, marketing organization or used by the ZenZuu itself for business design or solicitation purposes.

### **HOW INFORMATION MAY BE USED**

Due to the fact that ZenZuu is a global commercial Site, you must assume that information collected is shared with other persons or entities for commercial purposes. While this practice is uncommon, you must assume that it is a common practice as you make your decision whether or not to browse, or interact with the ZenZuu Site. Shared information mentioned herein may include your name, address, phone number, email address and other information collected but not provided by you such as your viewing or buying habits etc. This information may be used for general commercial solicitation by the Site or other entities or person(s) it is sold to, rented to, or shared with.

## **INFORMATION THAT IS NOT SHARED**

ZenZuu, its partners and affiliates does not reveal Credit Card information or other financial information to third parties except only to processing authorities or law enforcement agencies. However, the provider of such information gives express permission to use it in fraud investigation or for litigation.

## **BULLETIN BOARDS AND PUBLIC FORUMS**

Visitors, subscribers, members, or customers who use any Site provided bulletin boards or other public forums, such as chat rooms, do so at their own risk. You acknowledge that ZenZuu does not monitor these services or protect you in any manner from information you receive from the Site or information you post publicly or share with anyone else via these services.

## **SPAM**

By providing to ZenZuu information that forms the basis of communication with you, such as an email address, you specifically waive all rights to file complaints concerning unsolicited email or spam from this website since, by providing such information, you agree to receive communication from us or other marketing organizations. However, all email communication with you shall contain an 'unsubscribe' link where you may notify the website that you no longer wish to receive solicitations or information from the website and your name will be removed from the general solicitation database.

## **THIRD PARTY ADVERTISEMENT, INFORMATION OBTAINED FROM VISITOR INTERACTION WITH BANNERS, POP-UPS, OR SITE ADVERTISERS PRIVACY POLICY AND DATA COLLECTION PRACTICE**

You acknowledge that these Operational Communications mentioned herein may also contain advertisements such as banner ads and special offers including but not limited to newsletters, information, discounted service offers, exclusive offers and other promotional materials for ZenZuu.com 's or third parties' goods or services. ZenZuu Services may display third party (Internet advertising companies or advertisers) commercial messages within the Services. Visitors clicking on banners or pop-ups or hyperlinked advertising, appearing on this website must assume that visitor's information, such as IP address and browser version, not including email, full name, or any personally identifying information, is being collected. These Internet advertising companies or advertisers will have cookies set in the advertisement known as "third party cookies" will usually be placed on the visitor's hard drive". ZenZuu does not control these third party cookies unless it belongs to ZenZuu affiliated or Partner companies. As Users of ZenZuu Services, you are responsible for checking out the Privacy Policy of the Internet advertising company or advertiser or any third party to see whether and how it uses cookies. ZenZuu takes no responsibility over the accuracy or content of advertisers, and has no control over what happens with this information and is not responsible for the use of information collected in such a fashion. ZenZuu assumes no responsibility for the data that is collected from the click itself or that the advertiser collects. ZenZuu is not responsible for downloads from third party advertisers that contain viruses or worms or any computer code that causes any computer or software harm. You are responsible for obtaining more information on how customized advertising on ZenZuu is being conducted. ZenZuu may allow third party pixel tags, which are tiny images inserted in a webpage and used to record the number and types of views for that page to be present on ZenZuu Services, for purposes of advertising, providing services or compilation of data and statistical data. You can install in your computer a program to warn you each time a cookie is being sent, or a program to block third party cookies or block all cookies. However, you may not have a way to use certain features on the ZenZuu Services by blocking some or all cookies.

## **PII AND NON PII PROVIDED BY YOU**

As a ZenZuu Members, you may also choose to provide or store non-PII information in your

ZenZuu profiles setting, including but not limited to date of birth, personal and business interests, hobbies, lifestyle choices, groups with whom you are affiliated, such as schools, companies, businesses, non-profit organization, etc. You may also upload videos and/or pictures, private messages, bulletins or personal statements (collectively "Profile Information"). You provide your Profile Information to be posted on ZenZuu at your sole discretion.

As a ZenZuu Member, you can change your Registration PII and Profile Information at any time. Moreover, you can control how Visitors, other ZenZuu Members and ZenZuu communicate with you by controlling your account settings, which is available within the "Edit Profile" portion of their ZenZuu profile.

### **INFORMATION OBTAINED FROM ELECTRONIC MEANS AND COOKIES**

You must assume that your web-viewing or web-use activity is monitored, tracked, and your information is being collected, such as information about your computer, your email address, your IP address. This information is not usually of a personal nature, but it may help define your viewing habits and product preferences even though the website may or may not have any idea who you are.

In an attempt to enhance your experience with our site, even though there are no guarantees that any enhancing experience may occur, ZenZuu may use Cookies, which are small bits of information (bits of computer code placed on your hard drive) on your computer, on our Web Site. Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser. This enables our systems to identify your Internet browser, store Users' preferences, to keep you 'logged in', to keep track of search criteria, to monitor use, to password protect use of the site or use of products sold by the site. Cookies can also be used to obtain information about your computer configuration or your use of your computer, and determine whether you have installed the enabling software needed to gain access to certain material on the ZenZuu Services. Data in cookies may be read to authenticate user sessions or provide services and to provide features. Cookies, by themselves, do not tell us your e-mail address or other personally identifiable information. You choose to provide this information to us by, for example, registering at our Web Site, once you have become a Customer and furnish the site with PII, this information may be linked to the data stored in the cookie.

ZenZuu uses cookies to understand site usage, to improve the content and offerings on our site, to electronically gather information about you, it may or may not be personal information, but it is information and by using this site you are expressly giving permission to use 'cookies' and to use the information gathered from their use to benefit you. You also give permission to collect, archive, retrieve, and use any information collected for product design, product offers to you, and general commercial solicitation purposes by this site or joint venture partners, affiliates, and marketing organizations. We may use cookies to personalize your experience at our Web pages, such as to recognize you when you return to our site. You may adjust your browser to reject cookies from us or from any other Web Site. However, certain areas of our site can be accessed only in conjunction with cookies or similar devices. Disabling cookies or similar devices might prevent you from accessing some of our services or content.

### **COLLECTION OF INFORMATION BY THIRD PARTY SITES AND SPONSORS**

ZenZuu Site contains sub domains of third parties, and links to other sites, whose information practices may be different than ours. (ZenZuu Services will be linked to sites operated by third parties or companies affiliated with, or partner of ZenZuu ("Affiliated Companies")). Visitors and Customers take full responsibility regarding verifying the accuracy of Contents belonged to the third party Site. Visitors and Customers do business with third parties at their own risk and accept full liability, loss, and, or risk of loss. Furthermore, Visitors, Customers, and Users who visit those third party Sites, or Affiliated or Partner Company sites must review their separate privacy policies

and practices, which may differ vastly from this Privacy Policy. ZenZuu has no control over information that is submitted to, or collected by, these third parties.

ZenZuu is not responsible for the privacy practices of websites or other services operated by third parties that are linked to from ZenZuu Site, or integrated with the ZenZuu Services, or for the privacy practices of third party Internet advertising companies that ZenZuu Services will carry their advertisements. Once you leave ZenZuu Services via a link, access a third party application (such as widgets) or click on an advertisement on the Site, you should check the applicable privacy policy of the third party or advertiser site to determine, among other things, how they will handle any PII they collect from you.

## **DATA SECURITY**

Despite the fact that ZenZuu implements certain physical, electronic, and managerial procedures to help prevent unauthorized access and maintain data security. Internet communications is a risky business. ZenZuu does not guarantee that communications between you and ZenZuu will be free from unauthorized access by third parties. Visitors and Customers of the Website use the site at their own risk. You agree that the consideration in exchange for viewing this site or interacting with this site in any manner is your waiver of all claims of any nature against this site concerning the loss, alteration, or misuse of information. You agree that it is possible for your personal data to be obtained by others, such as "hackers", and used in an inappropriate manner that may cause you harm and that you agree that the Site is not responsible for damages to you.

## **PII COLLECTION PRACTICES**

All PII provided by you to ZenZuu, whether voluntarily given by you, or collected by ZenZuu through technical means (We may collect certain non-personally identifiable information when you visit many of our Web pages, such as the type of browser you are using (e.g., Firefox, Internet Explorer), the type of operating system you are using (e.g., Windows 2000, XP, VISTA or Mac OS), and the domain name of your Internet service provider (e.g., America Online, EarthLink), are to be shared with ZenZuu affiliates and partners to perform their offering of products and Services to you with your permission herein. It is your responsibility to check out the privacy practices of these parties, those separate privacy policies and practices, and types of uses may differ from this Privacy Policy. You are responsible to obtain and collect the information of how the PII is being collected and why this information is being collected and the use of this information according to their Terms of Use and Privacy Policy.

Without your permission, ZenZuu will not share your PII with other third parties, except as described in this Privacy Policy.

ZenZuu has the option of using cookies and similar tools to customize the content and advertising you receive based on the Profile Information you have provided.

Profile Information that you provide to ZenZuu in all profile fields or questions (yes or no or multiple choice question), open-ended profile fields answered by you and other non-PII about you may be used by ZenZuu, its affiliates or partners to customize the online ads and other offerings you come across when using the Service.

Third party Internet advertising companies may deliver some of the advertisements that appear on ZenZuu Services. These companies' advertisements and marketing messages delivered by certain technologies designed to collect non-PII about your visit to ZenZuu.com or use of ZenZuu Services, certain data and statistics about the ads they display, by a cookie placed on your computer that reads your IP address. To opt out of their information collection, it is your responsibility to read their privacy notice and act accordingly.

Third party developers may create third party applications (such as widgets) and make them

available on the ZenZuu Services. Third party applications are small bits of sometimes interactive software. The software can be installed into Members' profiles or shared with other Users. You acknowledge that ZenZuu does not control the third party developers, or their actions. You are also fully aware that when you interact with a third party application, you are engaging with the third party developer, not with ZenZuu. You agree not to provide PII to the third party's application unless you are familiar with the party with whom you are interacting.

ZenZuu will get your permission before sharing your PII with third parties that are not affiliated with ZenZuu. ZenZuu will also get your permission before using the PII you provide to us in a way that is contradictory to the intent for which it was submitted to ZenZuu, except as described in this Privacy Policy.

## **ZENZUU USES OF YOUR PII**

ZenZuu will only use the PII you provide under this Privacy Policy in a manner that is consistent with this Privacy Policy. If ZenZuu obtains PII from a third party, its partner, or its affiliate, the usage of information collected is also governed by this Privacy Policy.

In order to help you locate other ZenZuu Members, ZenZuu allows Users to search for Members using information from Registration PII (a profile setting under "Edit Profile."), such as full name or email address, physical location of user such as city, profession, or other Profile Information. Search engines may index the portion of a Member's profile and make it available through search technology.

You accept receiving promotional materials (e.g., newsletters) or notifications from ZenZuu periodically. If you want to stop receiving such materials from ZenZuu, you can follow the unsubscribe instructions at the bottom of each email and comply with this Privacy Policy. You authorize ZenZuu to share your PII with anyone who help ZenZuu manage or provide ZenZuu Services, including its executives, consultants, employees, independent contractors, agents or sponsors who help ZenZuu with the administration, judging and prize fulfillment aspects of contests, promotions and sweepstakes, message board administration, order fulfillment, statistical analyses, and, or data processing.

ZenZuu will share with its advertisers and business partners information it obtains, including but not limited to anonymous click stream, number of page views calculated by pixel tags, and aggregated demographic information.

Outside contractors, agents or sponsors may use your PII to provide ZenZuu with a specific service such as temporarily storing some information on their servers. If you have chosen to receive certain information, you hereby authorize ZenZuu to provide your PII to a third party in order for this third party to fulfill your request. You also authorize ZenZuu to share your PII with its Affiliates and Partner Companies to conduct its business.

You are fully aware that ZenZuu may act on its own behalf, or may work with outside companies to customize the advertising and marketing messages you receive on the ZenZuu Website. Your non-PII and/or Profile Information may be shared with these companies so this customization can be accomplished. In the event that ZenZuu chooses to work with outside companies or businesses to provide this service. ZenZuu prohibits these companies from sharing your non-PII and/or Profile Information with any third party. Furthermore, ZenZuu prohibits these companies from using your non-PII and/or Profile Information or for any other purpose.

ZenZuu may access or disclose PII, Profile Information or non-PII without your permission in order to:



- (i) defend the legal rights of ZenZuu, including but not limited to enforcement of our agreements, protect our Affiliated Companies, Partner Companies, or their employees, executives, agents and contractors;
- (ii) protect the safety and security of the public and Users of the ZenZuu Services in emergency situations;
- (iii) protect the public and Users of the ZenZuu Services against alleged fraud, for risk management purposes, even though not required to do so; or
- (iv) comply with governmental or judicial order in compliance with due process.

In one of the following events; either

- a)- ZenZuu sells all or part of its business or
- b)- ZenZuu makes a sale that requires a transfer of all or a material part of its assets or
- c)- ZenZuu gets involved in a merger, which involves the transferring of all or a material part of its business, or
- d) ZenZuu gets involved in a licensing agreement that requires a sharing of data that includes your PII, ZenZuu may transfer your PII to the party or parties involved in the transaction as part of that transaction.

Any European Union national, or person from countries other than the United States, who chooses to post Profile Information on ZenZuu that will be publicly published, is responsible for ensuring the act of posting his or her information, and the information posted conforms to all local data protection laws. ZenZuu is not responsible under the EU or other local (other than the USA) data protection laws for information posted by Member.

### **THE SECURITY OF YOUR PII**

ZenZuu takes reasonable steps to safeguard PII, debit card (Pin Based) information, credit card information in its possession against loss, theft and unauthorized use, disclosure or modification. You ensure ZenZuu that PII is accurate, up-to-date and complete.

### **CHANGE YOUR PREFERENCES REGARDING YOUR PII**

As a ZenZuu Member, you can review and update your Registration PII, Member preferences and Profile Information at any time by logging into your account and gaining access to features such as "Edit Profile" and "Account Settings." It is ZenZuu Members' responsibility to review the Registration PII uploaded to the ZenZuu Services for correctness of your records. ZenZuu is not responsible for the incorrectness of your PII, however, we will make reasonable effort to correct any PII that a Member is not able to change in his or her control setting after being informed that the member 's PII is incorrect.

### **COMPLIANCE**

If you ask ZenZuu to stop using your PII, ZenZuu will honor that request, however, ZenZuu will retain record of your PII to the extent that it is necessary in compliance with applicable federal, state or local law.

### **COPYRIGHT**

The copyright of This Privacy Policy belongs to Zenzuu.

### **DISPUTES**

As part of the consideration that the Website requires of the Visitor or User to view, use, or interact with this site, Visitor agrees to use binding arbitration for any claim, dispute, or controversy ("CLAIM") of any kind (whether in contract, tort or otherwise) arising out of or relating to this purchase, this product, including solicitation issues, privacy issues, and terms of use

issues. Arbitration shall be conducted pursuant to the rules of the American Arbitration Association, which are in effect on the date a dispute is submitted to the American Arbitration Association. Hearing will take place in Clark County, Nevada. In no case shall the User or Visitor have the right to go to court or have a jury trial. Visitor will not have the right to engage in pre-trial discovery except as provided in the rules; you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will final and binding with limited rights of appeal. The prevailing party shall be reimbursed by the other party for any and all costs associated with the dispute arbitration, including attorney fees, collection fees, investigation fees, travel expenses.

### **JURISDICTION AND VENUE**

If any matter concerning this purchase shall be brought before a court of law, pre- or post-arbitration, Visitor agrees to that the sole and proper jurisdiction to be the state and city declared in the contact information of ZenZuu unless otherwise here specified: 5455 S. Durango, Las Vegas, NV, USA 89113. In the event that litigation is in a federal court, the proper court shall be the closest federal court to the ZenZuu's address in Nevada.

### **APPLICABLE LAW**

Visitor agrees that the applicable law to be applied shall, in all cases, be that of the state of Nevada.

### **Limitation on Liability**

IN NO EVENT WILL ZENZUU OR ITS DIRECTORS, EMPLOYEES OR AGENTS, PARTNERS OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, ANY PLATFORM APPLICATIONS OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP, BUT IN NO CASE WILL THE COMPANY'S LIABILITY TO YOU EXCEED \$1000. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO COMPANY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM COMPANY, REGARDLESS OF THE CAUSE OF ACTION.

### **HOW TO CONTACT ZENZUU ABOUT PRIVACY CONCERNS**

If you would like to communicate with us about this Privacy Policy or ZenZuu's collection and use of your PII please contact ZenZuu at:

Email: [privacy@zenzuu.com](mailto:privacy@zenzuu.com)