

## **Terms of Use**

Date of Last Revision: April 28th, 2007

This Terms of Use supersedes any verbal representation made by any Independent Marketing Representative of ZenZuu ("REP"), any ZenZuu employees, partners, licensees and affiliates, whether such representation is made in person, in voice recording, or in video recording.

### **DEFINITION:**

The ZenZuu business.

ZenZuu.com is a social network platform that lets people connect with other people worldwide via the internet. ZenZuu.com website sometimes will be referred to as the "ZenZuu Website".

ZenZuu.com includes the ZenZuu.com website, and its licensees, partners, and affiliates related sites, the ZenZuu.com Internet communication service, and any other features, content, or applications offered from time to time by ZenZuu.com, its connection with the ZenZuu Website (collectively, the "ZenZuu Services"), which are operated by ZenZuu, Inc. ZenZuu, Inc., and its corporate affiliates and its licensees, partners, and affiliates collectively, will be referred in this documents as "us", "we" or "the Companies" or "ZenZuu". ZenZuu Services means services performed by ZenZuu.com web Site, and ZenZuu platform, and its licensees, partners, and affiliates related services. The word "you" means the user, or someone who wants to attempt to use the ZenZuu.com web site, and, or its services by browsing its contents and/ or creating unique personal profiles on the ZenZuu Site in order to find and communicate with others.

"Visitor" means the person simply that browses the ZenZuu Website.

A "Member" means the person who has registered with ZenZuu.com. The term "User" refers to a Visitor or a Member.

The words "Your site" means the site that a ZenZuu Member created for himself or herself to use subject to this Terms of Use.

The word "REP" refers to a member who chooses to become a ZenZuu, Independent Marketing Representative by accepting the terms and conditions of the ZenZuu Independent Marketing Representative Agreement.

ZenZuu Services are hosted in the U.S, however, when and where it is required, ZenZuu service may be hosted in other respective countries.

### **WHO IS BOUND BY THIS TERMS OF USE AGREEMENT:**

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for Users of the ZenZuu Services.

If you wish to use any of the ZenZuu Services, including but not limited to communicate with other Users, or creating a profile on ZenZuu.com, whether you are a "Visitor", or you are a "Member", or you are a "REP", you must abide by this Agreement. By accessing or using our web site at [www.zenzuu.com](http://www.zenzuu.com), or our affiliate sites, or the mobile version thereof (together the ZenZuu Services or the "Site"), or by any other acts of posting on your site, you agree to be bound by this Terms of Use Agreement. You are only authorized to use the ZenZuu Services if you agree to abide by all applicable laws and to this Agreement, otherwise, you should leave the ZenZuu Website and discontinue use of the ZenZuu Services immediately.

This Terms of Use Agreement 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 subject to this Terms of Use Agreement. 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 Terms of Use Agreement.

If you wish to become a Member, you must indicate your acceptance of this Terms of Use Agreement ("Agreement"), during the Registration process.

A member and can use the services offered by ZenZuu.com, such as creating a unique personal profile on ZenZuu.com.

## **YOUR RESPONSIBILITY REGARDS INFORMATION YOU POST ON ZENZUU AND INFORMATION POSTED BY OTHER MEMBERS:**

You are responsible for the information you post on ZenZuu.com and that you provide to other Users.

The information you post on ZenZuu.com, including your profile may not include the following items: descriptive words that contains, or leads to a URL that promotes pornographic materials, telephone numbers, street addresses, last names, and any photographs containing nudity, obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter. Despite this prohibition, information provided by other ZenZuu.com Members, whether it is in their Profiles or other posting areas of the site, may contain inaccurate, inappropriate, offensive or sexually explicit information, materials, products or services, and ZenZuu.com assumes no responsibility or liability for this matter when you or others act out based on the information any users posted on the site. You agree to assume all liability and risk of loss when interact with others based on the information posted on ZenZuu, and report to ZenZuu immediately of any misuse of the ZenZuu Services by any person by e-mail, however, ZenZuu is not required to take any action to remove a user, or any contents that are reported as misuse of the ZenZuu service by a user.

## **ZENZUU 'S RIGHT TO REMOVE PROFILE:**

ZenZuu.com reserves the right, in its sole discretion, to reject, refuse to post or remove any posting, including pictures, private messages by you, or to restrict, suspend, or terminate your access to all or any part of the ZenZuu Services at any time, for any or no reason, with or without prior notice, and without liability. ZenZuu expressly reserves the right to remove part of, or all of your profile and/or restrict, suspend, or terminate your access to any part of ZenZuu Services if ZenZuu determines, in its sole discretion, that you pose a threat to ZenZuu and/or its Users.

## **ZENZUU 'S CONDITIONS FOR ITS SERVICES ACCEPTED BY YOU**

This Terms of Use Agreement ("Terms of Use" or "Agreement") contains:

- 1- ZenZuu.com's policy for acceptable use of the ZenZuu Services,
- 2- Governance of Content posted on the ZenZuu Website,
- 3- Your rights, obligations and restrictions regarding your use of the ZenZuu Services and
- 4- ZenZuu.com's Privacy Policy.

Furthermore, even though the ZenZuu basic social network Membership is always FREE of charge, in the future, due to technological advancement, or service enhancement availability, you may be notified of additional Services or Offerings by ZenZuu, its licensees, affiliates, vendors, or partners which, may have a payment associated with them. In order for you to use, purchase, or participate these certain Services or Offerings by ZenZuu, its licensees, affiliates, vendors, or partners, in

addition to making a payment, you may be required to download software or content and you may have to agree to additional terms and conditions of its licensees, affiliates, vendors, or partners in order to participate in the certain Services mentioned herein. These additional terms are hereby incorporated into this Agreement unless otherwise provided by ZenZuu's licensees, affiliates, vendors, or partners.

You (the "User") expressly agree that you have read, understand and agree to be bound by these Terms of Use.

### **YOUR ACCEPTANCE OF MODIFICATION OF TERMS OF USE.**

ZenZuu reserve the right at our sole discretion to modify this Agreement (change, modify, add, or delete portions of these Terms of Use) at any time to reflect legal requirements, adapt to changes in its industry, or for other reasons without further notice. ZenZuu latest practices, the features of the ZenZuu Services, or technology, and other modifications reflected on the latest Terms of Use shall be effective upon posting by ZenZuu on the ZenZuu Website. At the top of the Terms of Use page will indicate the date that indicates when these terms were last revised. You agree to be bound to any changes to this Agreement when you use the ZenZuu Services after any such modification is posted. In the event that you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Service or the Site. Your continued use of the Service or the Site after any such changes constitutes your acceptance of the new Terms of Use.

Your continued use of the ZenZuu Services after ZenZuu posts a revised Terms of Use Agreement indicates your acceptance of the revised Agreement. It is important that you review this Agreement 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 as described on its latest

Agreement, you have two choices: 1)- either you, act on your behalf, or as legal guardian, terminate all ZenZuu Services, which in this case, your matter will continue to be governed by the Agreement under which you agreed to, 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 signifies your acceptance of the revised Agreement.

Furthermore, you agree that it is your responsibility to check the ZenZuu Site every time you use it, and every time you act on the information or Contents posted on the Site to determine if there have been changes to these Terms of Use and to review such changes every time you use the site to ensure you are updated as to any changes.

### **YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, VARIOUS LIMITATIONS AND EXCLUSIONS, AND RESOLUTION OF DISPUTES INFORMATION.**

#### **Eligibility for Usage and Membership**

The usage of ZenZuu.com (the site), ZenZuu Social Network Membership and Independent Marketing Representative Agreement is void where prohibited. By using the Service or the Site, being a Member, or being a "REP", you represent and warrant that (a) All of the terms and conditions of this Agreement are acceptable by you, and you agree to and to abide by all of them; (b) all registration information(data) you submit on the registration forms on the Site is truthful and accurate; (c) all information you posted on the Site that you represent as facts is truthful and accurate (d) you will maintain the accuracy and update of all information you submit; (e) you are 14 years of age or older; (f) no applicable law or regulation has been violated by your use of the ZenZuu Services, its licensees, affiliates, vendors, or partners 's Services .

You agree that if we believe that you are under 14 years of age, or committing any other violation of these Terms of Use, we can delete your profile and terminate Your Membership without warning and without any liability whatsoever.

### **Eligibility for Independent Marketing Representative**

The ZenZuu Independent Marketing Representative Agreement is void where prohibited. By being a "REP", you represent and warrant that

- (a) All of the terms and conditions of this Agreement are acceptable by you, and you agree to and to abide by all of them;
- (b) all registration information you submit is truthful and accurate;
- (c) all information you posted on the Site that you represent as facts is truthful and accurate
- (d) you will maintain the accuracy of and update all information you submit;
- (e) you are 18 years of age or older;
- (f) no applicable law or regulation has been violated by your act of entering the Independent Marketing Representative relationship with ZenZuu;
- (g) any minors UNDER 18 YEARS OF AGE BUT OVER 14 YEARS OF AGE, is not a ZenZuu "REP". Only the legal guardian of such minor to whom the guardian registers the ZenZuu membership account for until the minor reaches the age of 18, is a ZenZuu "REP". Minor can use the Service under the guardian's strict supervision. Minors are FREE to assist their legal guardians and this activity is not sanctioned by ZenZuu unless minors violate the Terms of Use Agreement. Violation of the Terms of Use Agreement is ground for ZenZuu to terminate your Independent Marketing Representative Status.

### **Disclaimer:**

All Independent ZenZuu Representatives must use official ZenZuu flyers approved by ZenZuu. A Maximum of 80% of all Worldwide Net Advertising received by ZenZuu will be distributed to the active members of ZenZuu based on the compensation plan posted on the ZenZuu.com website (you must be an active member to participate in the plan). Even though it is FREE to join as a member of ZenZuu social network, and it is ABSOLUTELY FREE to participate in the Advertising Revenue Sharing Plan, this Advertising Revenue Share Plan is void where prohibited. There is NO GUARANTEE OF SUCCESS. Your success is dependent on your individual efforts, economic conditions, all technological and other risks associated with a social network web site, and affiliated compensation module. There is no guarantee of any amount of advertising revenue will be achieved. You should not rely on any representation made by anyone regarding this program. This disclaimer and other disclaimers posted on the ZenZuu Web Site supersede any representation made by anyone to you about ZenZuu, and any of its programs. Before participating in the program, you must make an independent evaluation and enter at your own risk. This program and all its qualifications are subject to change without notice. You must be 18 years old to participate in the ZenZuu Advertising Revenue Share program. Parents and/or guardians can open an account and take full responsibility for a 14 to 17 year old to participate in their parent/guardian ZenZuu account.

### **Maintenance of Registration Data;**

In consideration of your use of the ZenZuu Site and Services, you agree to be fully responsible for (a) all use of your account, and (b) assume any liability that arises from your use of your account and your interaction with others from information posted on the Site (c) maintain strict security of your account by keeping your password and identification confidential and not disclose your

password to any third party (d) If you suspect any unauthorized use of your account or access to your password, you must notify ZenZuu.com immediately (e) you agree not to use the account, username, or password of another Member at any time.

### **Term.**

This Agreement shall remain in effect while you use the ZenZuu Services. Your Membership or may be terminated at any time, for any reason, by you or us. There are two ways to terminate the Service: 1)- You can terminate the service by notify ZenZuu at feedback button on ZenZuu Site, or 2)- ZenZuu.com may terminate your Membership at any time, without warning, in either case, this Agreement will remain in effect. Your Independent Marketing Representative Agreement can be terminated by your violation of this Terms of Use.

### **Fees.**

Furthermore, even though the ZenZuu basic social network Membership is always FREE of charge, in the future, due to technological advancement, or service enhancement availability, you may be notified of additional Services or Offerings by ZenZuu, which, may have a payment associated with them. In order for you to use, purchase, or participate these certain Services or Offerings by ZenZuu, its licensees, affiliates, vendors, or partners, in addition to making a payment, you may be required to download software or content and you may have to agree to additional terms and conditions of its licensees, affiliates, vendors, or partners in order to participate in the certain Services mentioned herein. These additional terms are hereby incorporated into this Agreement unless otherwise provided by ZenZuu's licensees, affiliates, vendors, or partners.

You acknowledge that ZenZuu.com, its licensees, affiliates, vendors, or partners in their discretion, reserve the right to charge for some of the Services that they offer and to change these fees any time without prior notice. You shall not be entitled to the refund of any unused portion of subscription fees if that is the term of your purchase or if your Membership was terminated because you have breached the Terms of Use Agreement. This provision is applicable for any direct purchase of web based (ZenZuu.com) software or service, hosting fee, subscription service, including but not limited to any dating services, membership in private group, e-newsletter, others, etc. that you may purchase through the ZenZuu service, and, or ZenZuu Market Place from third parties, or ZenZuu partners, affiliates or licensees.

### **Non-commercial Use by Members.**

The ZenZuu Services are for Members personal use only. Members can use the Service to express themselves, use it to communicate with other, and to some extent, self promotion, however membership may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by ZenZuu.com. You are prohibited to collect usernames and/or email addresses of ZenZuu Members by electronic or other means for the purpose of sending unsolicited email. Framing of or linking to the ZenZuu Website is also prohibited. Commercial advertisements, affiliate links, and other forms of solicitation putting up by you or others anywhere on ZenZuu site including Member profiles may be removed without notice. Furthermore, any unauthorized and illegal acts taken by you may result in termination of Membership privileges. Appropriate legal action may be taken for any illegal or unauthorized use of the ZenZuu Services.

### **Proprietary Rights in Site Content; Ownership of Content by ZenZuu**

The ZenZuu Services contain Content of ZenZuu.com and its licensees ("ZenZuu.com Content"). ZenZuu.com and its licensees Content is protected by copyright, trademark, patent, trade secret

and other laws, and ZenZuu owns and retains all rights in the ZenZuu.com Content and the ZenZuu Services. All ZenZuu content, which is including but not limited to designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their artistic and technological selection, configuration and placement (the "Site Content"), on the ZenZuu Site and available through the ZenZuu Service are the proprietary property of the Company, its users or its licensors with all rights reserved.

### **Ownership or Proprietary Rights of Content Posted on the Site by you**

Ownership of Content you post on the ZenZuu Services such as text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "Content") that belonged to you (or you have the authority to use them) is yours, and you continue to have the right to use your Content in any way you choose. You represent and warrant that any Content posted by you on or through the ZenZuu Services are owned by you, or you have the right to grant the license set forth in this section. Furthermore, you represent that the posting of your Content on or through the ZenZuu Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by your posting of Content on or through the ZenZuu Services.

### **Limited License by ZenZuu**

Once you click on the button indicating "Acceptance of the Terms of Use" you are granted by ZenZuu a limited license to use, access and display the ZenZuu.com Content (excluding any software code). This revocable license is solely for your personal use in connection with viewing the ZenZuu Website and using the ZenZuu Services. This license is subject to these Terms of Use. This license is revocable at any time without notice and with or without cause. You are not authorized to sublicense this license to others. You are prohibited from modifying, copying, distributing, framing, reproducing, republishing, downloading, displaying, posting, transmitting, or selling in any form or by any means, in whole or in part any part of ZenZuu Site content, with the exception of your own User Content (as defined below) that you legally post on the Site without the Company's prior authorization in writing. Prohibited uses are any data mining, robots or similar data gathering or extraction methods. You may not upload or republish any part of the ZenZuu Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation except for your own User Content. Any unauthorized use of the Site or the Site Content is ground for termination of your license and membership. Any unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes.

Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

### **Limited License by you to ZenZuu, its affiliates, partners and licensees.**

The license you grant to ZenZuu.com is non-exclusive, fully-paid and royalty-free. ZenZuu.com is not required to pay you for the use on the ZenZuu Services of the Content that you post. You grant ZenZuu.com the worldwide right to re-license any or part of your Content so that ZenZuu.com is able to use its subcontractors such as Internet content delivery networks to provide the ZenZuu Services, or affiliates, partners and licensees to perform their services. You are free to license your Content to anyone else in addition to ZenZuu.com. ZenZuu.com does not claim any ownership rights in the Content that you post to the ZenZuu Services. When you post User Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site.

By posting displaying or publishing ("posting") any User Content to any part of the Site, or through the ZenZuu Services you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, modify Member Content, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, including but not limited to publicly perform, publicly display, reproduce, format Content to satisfy technical requirements in order to publicly perform such Content or a derivative works of it for distribution, or redistribution, for example, ZenZuu or its designees is authorized by you to digitally compress music files that Members submit in order to let Users to listen to music posted by Members, or reformatting video files that member submit in order to let users to watch video uploaded by you or Members solely on and through the ZenZuu Services with, or without commercial posted by third party advertiser included in it, your content may be rebroadcast with commercial in it with no compensation to you, or your content may be used in commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works with no payment owe or due to you whatsoever.

The license does not grant ZenZuu.com the right to sell your Content. In the regrettable event that your membership is terminated by you voluntarily by proper notification to ZenZuu, or by us because of your violation of the Terms of use, the display of your Content is removed from the ZenZuu Services, and, your license granted above will automatically expire, however ZenZuu may retain archived copies of your User Content. ZenZuu is under no obligation to remove any work product or content created or reformatted while your license to ZenZuu was in effect. The license you grant ZenZuu.com including the right to distribute your Content outside of the ZenZuu Services and its partners and affiliates as part of an advertising campaign to promote ZenZuu and its related services. ZenZuu does not assert any ownership over your User Content; rather, as between us and you, subject to the rights granted to us in these Terms, you retain full ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content.

### **User responsibility to provide backup copies**

You represent to us that you have created backup copies (at your sole cost and expense) of all content that you upload, publish or display (hereinafter, "post") on or through the ZenZuu Service or the Site, or transmit to or share with other users (collectively the "User Content"), including but not limited to the photos, profiles (including your name, image, and likeness), messages, notes, text, information, music, video, advertisements, listings, and others. Furthermore, you are willing to replace any User Content you post or store on the Site or provide to the Company in the event of technical failure that the Company is unable to locate your Content.

### **Prohibited actions**

The ZenZuu Services contain Content of Users and other ZenZuu.com licensors. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the ZenZuu Services. You are prohibited to post, transmit, or share User Content on the Site or Service that you did not create or that you do not have permission to post.

### **ZenZuu 's rights to remove prohibited content**

Even though ZenZuu is not obligated to, and assumes no responsibility for the conduct of the User submitting any such Content, and assumes no responsibility for monitoring the ZenZuu Services for inappropriate Content or conduct, it may review Content posted by its User in its sole discretion, and may delete or remove (without notice) any Site Content or User Content in its sole discretion, for any reason or no reason without any liability whatsoever to ZenZuu. Content which might be

offensive, illegal, or that might violate the rights, harm, or threaten the safety of user violates this Agreement and may be deleted.

### **No endorsement by ZenZuu**

You understand that 1- ZenZuu.com does not endorse any Content, including Content that it broadcast or rebroadcast as a part of a commercial to promote its Services, 2- ZenZuu has no control over any User Content posted, you state that you are qualified and agree to conduct your own investigation on any User Content and assume full responsibility of your interactions with other Users, including but not limited to using any User content at your own risk, 3- It is common practice that Content is not reviewed by ZenZuu.com prior to posting, 4- User Content does not necessarily reflect the opinions or policies of ZenZuu.com, 5- ZenZuu.com makes no warranties, express or implied, as to the accuracy and reliability of the Content or any material or information that you see on the Site or transmit to other Members, and 6- You are solely responsible for the Content that you post on or through any of the ZenZuu Services, and any material or information that you transmit to other Members.

### **Prohibited Content.**

ZenZuu.com reserves the right to review and take appropriate legal action against anyone who, in ZenZuu.com's sole discretion, violates this provision by posting prohibited Content. Penalty includes removing the offending Content partially or its entirety from the ZenZuu Services and terminating the Membership of such violators.

The following is a partial list of the kind of Content that is illegal or prohibited to be posted or displayed on or through the ZenZuu Services

Prohibited Content in the sole discretion of ZenZuu includes, but is not limited to:

- Content that promotes racism, bigotry, hatred,
- Content that promotes harassment of another person;
- Content that promotes exploitation people of a sexual nature;
- Content that promotes violence;
- Content that contains nudity;
- Content that contains a link to an adult web Site;
- Content that solicits personal information from anyone under 18;
- Content that provides any telephone numbers, street addresses, last names, URLs or email addresses;
- Content that promotes false or misleading information;
- Content that promotes illegal activities;
- Content that promotes abusive, threatening conduct;
- Content that defames others or libelous in nature;
- Content that promotes illegal activities;
- Content that promotes an unauthorized copy of another person's copyrighted work;
- Content that provides pirated computer programs or links to them;
- Content that provides information to circumvent manufacture-installed copy-protect devices;
- Content that provides pirated music or links to pirated music files;
- Content that involves the transmission of "junk mail";
- Content that promotes "chain letters";
- Content that promotes unsolicited mass mailing;
- Content that promotes instant messaging;
- Content that promotes "spamming";
- Content that contains restricted or password only access pages not provided by ZenZuu;
- Content that contains hidden pages or images;
- Content that promotes the furtherance of any criminal activity or enterprise;



- Content that provides instructional information about illegal activities;
- Content that promotes the making of explosives;
- Content that promotes illegal weapons sales activity,
- Content that violates someone's privacy;
- Content that promotes or creates computer viruses;
- Content that unlawfully solicits passwords or personal identifying information from other Users;
- Content that involves commercial activities and/or sales without ZenZuu prior written consent such as contests, sweepstakes;
- Content that promotes illegal pyramid schemes;
- Content that includes a photograph of another person or belonged to another person posted without that person's consent;
- Content that includes any images from art to picture which the user has no right to post;
- Content that uses sexual image of nudity to deceive other or draw them to view profile to solicit them;
- Content that contains phrases of sexually explicit nature to draw others to the profile;
- Content that uses any other unfair, misleading or deceptive phrases to draw traffic to the profile.

### **Permitted User Activity**

You may use your personal profile area to promote you and advertise your business or services at no cost to you as long as you assume full responsibility and liability for any damages other may suffer by interaction with Content you post. Furthermore you agree to hold us harmless against any claim arises out of any user action result from representation from your Content posted by you.

### **Prohibited User Activity**

You may participate in advertising programs offered by us on the Site (e.g., ZenZuu Marketplace) for a fee. In the event that you use this advertising service, you represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

### **Illegal or Prohibited Activity**

ZenZuu.com reserves the right to review and take appropriate legal action against anyone who, in ZenZuu.com's sole discretion, commits activity that is illegal or prohibited, including without limitation, reporting you to law enforcement authorities. Prohibited activity includes, but is not limited to the followings:

- Activity that causes the covering or obscuring the banner advertisements on your personal profile page, or any ZenZuu.com page by any means;
- Activity that includes using scripts to add friends or send comments or messages by automated use of the system;
- Activity that includes automated scripts to collect information from or otherwise interact with the Service or the Site;
- Activity that uses the Service or the Site in any manner that could damage, or immobilize, or overburden the Site;
- Activity that is interfering with, disrupting, or creating an undue burden on the ZenZuu Services or the networks or services connected to the ZenZuu Services;
- Activity that includes an attempt to impersonate another Member or person;

- Activity that includes copying the code for your ZenZuu Player and embedding it into other profiles or asking other Members to embed it into their profiles;
- Activity that includes using or attempting to use another's account, service or system without authorization from the Company;
- Activity that includes using the account, username, or password of another Member at any time;
- Activity that includes creating a false identity on the ZenZuu Service or the ZenZuu Site;
- Activity that includes impersonating any person or entity;
- Activity that includes misrepresentation about yourself,
- Activity that includes misrepresentation of your age to converse with a minor;
- Activity that includes using any information obtained from the ZenZuu Services in order to market illegal drug usage.
- Activity that includes promoting of harassment, or harming another person.
- Activity that includes misrepresentation about your affiliation with any person or entity;
- Activity that includes intentionally registering for more than one User account for yourself, or more than one User account for your company that you are the legal President, or more than one User account for your Non Profit Organization that you are a managing member, other than accounts for minors that you are a legal guardian of and agree to be a custodian of such accounts.
- Activity that includes registering for a User account for a User on behalf of an individual other than yourself without this person's permission,
- Activity that includes registering for a User account on behalf of any group or entity without having permission to do so;
- Activity that includes disclosing your password to any third party or permitting any third party to access your account;
- Activity that includes selling or otherwise transferring your profile without written permission by the company;
- Activity that includes using the Service or the Site to intimidate another member;
- Activity that includes displaying an advertisement on your profile that is deceptive,
- Activity that includes accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the ZenZuu Services on behalf of that person without having the authority granted by ZenZuu to do so;
- Activity that includes placing commercial content on other User profile;
- Activity that includes creating, and or posting more than blogs or bulletins with one commercial purpose;
- Activity that includes selecting a profile for commercial purpose only;
- Activity that includes sending private messages with a commercial purpose to multiple users;
- Activity that includes using the ZenZuu Services in a manner that violates laws and regulations;
- Activity that includes uploading sound or video files, posting images or text, transmitting data, storing or sharing of information, or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense;
- Activity that violates the rights of any party;
- Activity that violates any local, state, national or international law;
- Activity that includes committing criminal or tortuous activity;
- Activity that includes promoting child pornography;
- Activity that promoting fraudulent scheme;
- Activity that includes trafficking in obscene material;
- Activity that includes drug dealing;

- Activity that includes gambling;
- Activity that includes stalking another person;
- Activity that includes spamming;
- Activity that includes spimming;
- Activity that includes sending of viruses or other harmful files to other computers;
- Activity that includes copyright infringement;
- Activity that includes patent infringement;
- Activity that includes theft of trade secrets;
- Activity that includes using deceptive trade practices to advertise to, or solicitate, any Member to buy or sell any products or services through the ZenZuu Services.
- Activity that includes using any information obtained from the ZenZuu Services in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent;
- Activity that includes transmitting any chain letters;
- Activity that includes sending junk email to other Members.
- Activity that includes uploading, posting, transmitting, sharing, storing or making available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Activity that includes any content that ZenZuu deem to be harmful, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Company or its users to any harm or liability of any type;
- Activity that includes threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene language
- Activity that includes invasion of privacy;
- Activity that includes violation of publicity rights;
- Activity that includes hateful, or racially, ethnically or otherwise objectionable language;
- Activity that includes posting any videos other than those produced by you;
- Activity that includes posting any videos that you have permission to make available for public viewing;
- Activity that includes making publicly available on the Site any private information of any third party, including, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- Activity that includes making available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Activity that includes collecting email addresses or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; soliciting personal information from anyone under 18;
- Activity that includes soliciting passwords or personally identifying information for commercial or unlawful purposes;

### **Email restriction**

ZenZuu.com, in its sole discretion, reserves the right to restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which ZenZuu.com deems appropriate. If you have more than twenty complains by members stating that you have caused them annoyance by sending unsolicited bulk email, instant messages or other unsolicited communications of any kind through the ZenZuu Services, you will be restricted to 20 e mail per day. If you continues and we receive more complaints by members, you acknowledge that you will

have caused substantial harm to ZenZuu.com, even though the amount of such harm would be extremely difficult to ascertain, you agree to pay ZenZuu.com \$100 U.S.D. for each such unsolicited email or other unsolicited communication you send through the ZenZuu Services;

### **Trademarks and service marks**

ZenZuu, Zenzuu, zenzuu, ZenZuu.com, and the statement "Zenzuu, makes friends, makes money, makes sense" SM, and other Company graphics, logos, designs, page headers, button icons, scripts and service names are trademarks, trademarks, service mark, service marks or trade dress of Company in the U.S. and/or other countries. Company's trademarks, service mark and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

### **ZenZuu Mobile Services**

This Term of Use will cover certain ZenZuu services when available via your mobile phone. ZenZuu does not charge you for its Mobile Services. However, your carrier's normal messaging, data and other rates and fees will still apply. You acknowledge that downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that ZenZuu may communicate with you regarding ZenZuu and other entities by SMS, MMS, text message or other electronic means to your mobile device. Because certain information about your usage of the Mobile Services may be communicated to us, you authorize such communication and our knowledge and usage of such communicated content.

ZenZuu mobile Services, when available, includes: 1- the ability to Mobile upload content to ZenZuu limited to technological constrained, 2- the ability to receive and reply to Zenzuu messages via Cell Phone, using Mobile text messaging, 3- the ability to browse Zenzuu from your mobile phone via the Internet, and 4- the ability to access certain Zenzuu features by downloading and installing on your mobile phone (Mobile Client) (collectively the "Mobile Services") a mobile application.

### **Digital Millennium Copyright Act (DMCA) Compliance Notice**

Activity that includes uploading, posting or otherwise transmitting on the Zenzuu website or service any copyrighted material, trademarks, or other proprietary information that violate another party's intellectual property rights is strictly prohibited.

You may not post, distribute, or reproduce in any way any without obtaining the prior written consent of the owner of such proprietary rights or otherwise have a legal basis to do so, including 'fair use.' When we receive proper Notification of Alleged Copyright Infringement as described in our ZenZuu Copyright Policy, we promptly remove or disable access to the allegedly infringing material and terminate the accounts of alleged infringers as described herein in accordance with the Digital Millennium Copyright Act.

### **ZenZuu Copyright Policy**

If you believe that your work has been copied and posted on the Site, or any materials on the ZenZuu Service infringes upon any copyright which you own or control, please notify us promptly. Please include the followings in your notification to provide our Copyright Agent with the following information consistent with the Digital Millennium Copyright Act (DMCA):

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed;

3. a description of where the material that you claim is infringing is located on the our site including the URLs of web pages and/or hyperlinks;
4. your address, telephone number, and email address;
5. a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the copyrighted law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

ZenZuu.com intent to fully comply with the DMCA, including the Notice and 'take down' provisions and to benefit from the safe harbors immunizing it from liability to the fullest extent provided by law, and to the extent the Notice and 'take down' requirements above deviate from the requirements under the DMCA then the Notice requirements as provided by the DMCA shall control and are herein incorporated by reference.

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, ZenZuu has adopted a policy of either limit the violator (members who are deemed to commit Copyright infringement) access to the Site or terminating the violator 's usage(membership) of ZenZuu Service at Company's sole discretion.

ZenZuu has the right to terminate the memberships of any users who infringe any intellectual property rights of others, regardless whether or not there is any repeat infringement.

### **Third Party Websites and User Content**

ZenZuu Site has User Content and links to other web sites ("Third Party Sites") by advertising links, advertising banners, or non advertising links, as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). ZenZuu has not investigated, monitored or checked for accuracy, appropriateness, or completeness any User Content, Third Party Sites and Third Party Applications, Software or Content. You are responsible for your own conducts and interaction with any User Content and any Third Party Sites accessed through ZenZuu Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site. You are responsible to verify User Content and third party Content for accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by ZenZuu. If you decide to interact with other User through the Site and/or leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, even on the ZenZuu Service or servers, you do so at your own risk and even though you still have to abide our Terms and policy when appropriate, you should be aware that while you use the other Sites, their terms and policies may govern in addition to ours. It is your responsibility to review the applicable terms and policies, including privacy notice and data gathering practices, of any site to which you navigate from the ZenZuu Site or relating to any applications you use or install from the site.

### **Software and Services Co-develop on ZenZuu platform.**

ZenZuu offers a platform that a Third Party can create a Web Based ZenZuu dependent Software and Services. ZenZuu has not investigated, monitored or checked for accuracy, appropriateness, or completeness any Third Party Sites and Third Party Applications, Software or Content. Co-development and, or installment any Third Party Site or any Third Party Applications, Software or

Content does not imply approval or endorsement thereof by ZenZuu. Purchasing or using these Third Party Software, and, or Services at your own risk. Even though you still have to abide our Terms of Use and Privacy Policy when appropriate, you should be aware that while you use the other Sites, Softwares, and or Services, their terms and policies may govern in addition to ours. It is your responsibility to review the applicable terms and policies, including privacy notice and data gathering practices, of any Third Party to which you choose to do business with from the ZenZuu Site relating to any applications you use or install from the site.

### **Affiliate, Partner, Licensee, and Contractor additional Service**

Users of the Site who post to their own member profile, videos, articles and other Third Party Applications, Software or Content from, and/or links to, Third Party Subsites or Sites through the ZenZuu Service can access other Services provided by ZenZuu Affiliate, Partner, Licensee, and Contractor. You acknowledge and agree that any Affiliate, Partner, Licensee, and Contractor that provide additional service requested by you, such as ZenZuu travel club provider, is able to use your data and personal information to perform their services. Your use of the additional Services and all links, User Content or Third Party Applications, Software or Content shared through the Additional Service is subject to, and will fully comply with the User Conduct Rules and the other terms and conditions set forth in these Terms of Use.

### **Use of Links by Advertisers**

Subject to the terms and conditions of these Terms of Use, Third Party Advertisers that meet the requirements set forth below may place a Banner or a Link, in the form approved by Company, on pages of their web sites or pages on the Site that is available to display Advertisement. A Third Party Site that posts an advertising banner or Link on ZenZuu site is referred to herein as a "Third Party Provider" and shall abide and be subject to the applicable sections of these Terms of Use. A "Banner or Link" is a button and/or a text link appearing on a web page that, upon being clicked by a user, enables the user to visit this "Third Party Provider" Site, which may or may not be hosted by, or a sub domain of the ZenZuu Site. "Third Party Provider" agrees not to post a Banner or Link to any web site that contains, and represents and warrants that such web site does not and will not contain, any content that is infringing, harmful, threatening, unlawful, defamatory, abusive, inflammatory, harassing, vulgar, obscene, lewd, fraudulent, or invasive of privacy or publicity rights or that may expose Company or its users to any harm or liability of any type. Further more, "Third Party Provider" agrees to defend, indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with such Banner, Link, any Sites that the Banner or Link may lead User to, "Third Party Provider" content, service, product, representation or any breach or alleged breach of the foregoing representations and warranties.

### **ALL USE OF BANNER, LINK IN ZENZUU SITE IS PROVIDED "AS IS" AND AT YOUR OWN RISK.**

### **ZenZuu Marketplace**

You are agreeing to abide by and be subject to the Guidelines and the other applicable rules set forth in these Terms of Use when you use ZenZuu Marketplace, when available in any manner regarding all transactions conducted in connection with one or all listings posted on or through the ZenZuu Marketplace. All transactions conducted in connection therewith are subject to and governed by the latest ZenZuu Marketplace Guidelines, when available(the "Guidelines") as well as these Terms of Use. The Guidelines are subject to change without prior notice at any time, in the Company's sole discretion, so you should review the Guidelines each time you use ZenZuu Marketplace. Parties to a transaction in ZenZuu Market Place are solely responsible for each other's conducts. All interactions with each other taking place in ZenZuu Market Place, including but not

limited to arranging for payment, delivery and the exchange of the goods or services purchased if applicable, performance of any transaction, results, or relationship entered into through ZenZuu Marketplace are responsibility between the two parties (buyer and seller) and not of ZenZuu. Transactions such as your purchases of products or services from third parties through ZenZuu Marketplace are strictly between you and the other party to the transaction. You acknowledge that ZenZuu is not responsible or liable for any action or inaction of any party to a transaction, for any failure to perform, to pay any amounts due, or to deliver any merchandise or services as promised, or for any other aspect of the transaction. Any fees or payments collected by ZenZuu applicable to ZenZuu Marketplace are set forth on the Site, and all terms and conditions applicable to such fees are set forth in ZenZuu Marketplace Guidelines, when available (the "Guidelines").

## **ALL USE OF ZENZUU MARKETPLACE IS PROVIDED "AS IS" AND AT YOUR OWN RISK.**

### **ZENZUU Platform Applications**

The ZenZuu Platform is a set of APIs and services provided by ZenZuu that enable third-party developers ("Platform Developers") to create websites and applications that retrieve data made available by ZenZuu and its users and/or that retrieve authorized data from third-party sites for use on the ZenZuu Site ("Platform Applications")

ZenZuu invites developer to participate in using ZenZuu Platform to create Platform Applications only in accordance with the terms and conditions set forth in the ZenZuu Platform Application Guidelines.

The ZenZuu International Platform Developers Convention, where the Terms of Use for Platform Developers will be released will soon to be announced.

### **ZenZuu Groups**

Unless otherwise stated, ZenZuu Groups are Free Profile created by members who used them solely for commercial, political, or charitable purposes. You may not set up a ZenZuu Group on behalf of another individual or entity unless you are authorized to do so.

ZENZUU DOES NOT PRE-APPROVED, OR ENDORSE ANY ZENZUU GROUPS. ZENZUU CANNOT GUARANTEE THAT A ZENZUU GROUP WAS ACTUALLY CREATED AND IS BEING OPERATED BY THE INDIVIDUAL OR ENTITY THAT APPEAR TO BE THE CREATOR OF A CERTAIN ZENZUU GROUP. ZENZUU IS NOT RESPONSIBLE FOR THE CONTENT POSTED ON ANY ZENZUU GROUP. ZENZUU IS NOT RESPONSIBLE FOR ANY TRANSACTIONS ENTERED INTO OR OTHER ACTIONS TAKEN ON OR IN CONNECTION WITH ANY ZENZUU GROUP, INCLUDING HOW THE OWNER OF THE ZENZUU GROUP COLLECTS, HANDLES, USES AND / OR SHARES ANY PERSONAL INFORMATION IT MAY COLLECT FROM USERS (PLEASE REVIEW THE ZENZUU PRIVACY POLICY IF YOU HAVE ANY QUESTIONS OR CONCERNS REGARDING THE USE OR SHARING OF YOUR PERSONAL INFORMATION). YOU SHOULD BE CAREFUL BEFORE PROVIDING ANY PERSONAL INFORMATION TO OR ENTERING INTO ANY TRANSACTION IN CONNECTION WITH A ZENZUU GROUP.

### **User Disputes**

You are solely responsible for your interactions with other ZenZuu users. We reserve the right, but have no obligation, to monitor disputes between you and other users.

### **Privacy**

The privacy of our users is respected by ZenZuu. Our commitment to privacy is demonstrated in ZenZuu 's Privacy Policy. By using the Site or the Service, you are consenting to have your personal data transferred to and processed in the United States.

## **Privacy Statement**

The following discloses our information gathering and dissemination practices for this website:

[www.zenzuu.com](http://www.zenzuu.com).

We use your IP address to help diagnose problems with our server, and to administer our Web site. The ZenZuu Site contains links to other sites. [www.zenzuu.com](http://www.zenzuu.com) is not responsible for the privacy practices or the content of such Web sites.

ZenZuu and ITS PARTNERS AND AFFILIATES uses an order form on ZenZuu Site for members, customers, and visitors to request information, products, and services. We collect contact information such as email addressed and financial information like their account or credit card numbers from these people. Contact information from the order form is used to send orders, information about our company, and promotional material from some of our partners to our customers. The customer's contact information is also used to get in touch with the visitor when necessary. Users may opt-out of receiving future mailings; see the choice/opt-out section below. Financial information that is collected is used to bill the user for products and services.

## **Disclaimers**

The Company is not responsible or liable in any manner for any User Content or Third Party Applications, Software or Content posted on the Site or in connection with the Service, whether posted or caused by users of the Site, by ZenZuu, by third parties or by any of the equipment or programming associated with or utilized in the Site or the Service.

The Company is not responsible for the conduct, whether online or offline, of any user of the Site or Service. Although ZenZuu sets forth rules for user conduct and postings, we do not control and are not responsible for what users post, transmit or share on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Applications, Software or Content.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications.

The Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Service, including any Mobile Client software.

Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Applications, Software or Content posted on or through the Site or the Service or transmitted to Users, or any interactions between users of the Site, whether online or offline.

THE SITE, THE SERVICE (INCLUDING THE MOBILE SERVICES, THE SHARE SERVICE AND THE MARKETPLACE SERVICE), ANY PLATFORM APPLICATIONS AND THE SITE CONTENT ARE PROVIDED "AS-IS" AND THE COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-



INFRINGEMENT. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICE AND/OR ANY PLATFORM APPLICATIONS. COMPANY DOES NOT REPRESENT OR WARRANT THAT SOFTWARE, CONTENT OR MATERIALS ON THE SITE, THE SERVICE OR ANY PLATFORM APPLICATIONS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE OR SERVICE ITS SERVERS, OR ANY PLATFORM APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH SOFTWARE, CONTENT OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, MATERIAL, DATA OR SOFTWARE (INCLUDING ANY MOBILE CLIENT) FROM OR THROUGH THE SERVICE AND ANY PLATFORM APPLICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.

The Company reserves the right to change any and all content, software and other items used or contained in the Site and any Services and Platform Applications offered through the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Company.

### **Limitation on Liability**

IN NO EVENT WILL COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS 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.

### **Termination**

In the event ZenZuu terminate your membership in accordance with the Terms and Conditions herein, it may delete your profile and any content or information that you have posted on the Site or through any Platform Application and/or prohibit you from using or accessing the Service or the Site or any Platform Application (or any portion, aspect or feature of the Service or the Site or any Platform Application) for any reason, or no reason, at any time in its sole discretion, with or without notice, including if it believes that you are under 14, or under and not in high school or college. When we become aware that a user has died, we are not obligated to keep this user's account active for a period of time determined by us to allow other users to post and view comments, however, we may choose to do so at our option.

## **Governing Law; Venue and Jurisdiction**

By browsing the ZenZuu Site and/ or using ZenZuu Service, you agree that the laws of the State of Nevada, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute that might arise between you and the Company or any of our partners and affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree that all legal action to seek remedy shall be commenced in the state and federal courts of Nevada, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Nevada.

## **Arbitration**

YOU AND COMPANY AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS OF USE, THE USE OF THE SITE AND/OR THE USE OF THE SERVICE SHALL BE BY BINDING ARBITRATION, EXCEPT AS MAY OTHERWISE BE SPECIFICALLY STATED, except that: (a) in the event that either you or ZenZuu has infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade secret rights, or you have otherwise violated any of the user conduct rules set forth above or in the Code of Conduct then the parties acknowledge that arbitration is not an adequate remedy at law and that injunctive relief or other appropriate remedy may be sought; and (b) no disputes or claims relating to any transactions you enter into with a third party, which could be a ZenZuu Partner or affiliate through the ZenZuu Marketplace may be arbitrated unless agreed by both parties (you and this third party).

Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, in the case of consumer disputes, the AAA's Supplementary Procedures for Consumer Related Disputes ( the "AAA Consumer Rules") (collectively the "AAA Rules"). The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). Both the Company and you will be responsible for paying all arbitration fees and arbitrator compensation equally. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to the Site and/or the Service (including your visit to or use of the Site and/or the Service) be instituted more than three (3) years after the cause of action arose.

## **Indemnity**

You agree to indemnify and hold the Company, its subsidiaries, licensees, partners, and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content, any Third Party Applications, Software or Content you post or share on or through the Site (including through the Share Service), your use of the Service or the Site, your conduct in connection with the Service or the Site or with other users of the Service or the Site, or any violation of this Agreement or of any law or the rights of any third party.

## **Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other

information about the Site or the Service ("Submissions"), provided by you to Company are non-confidential and shall become the sole property of Company. Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

### **Definitions and Constructions**

Unless otherwise specified, the terms "includes", "including", "e.g.", "for example", the terms "including but not limited to" and other similar terms are deemed to include the term "without limitation" immediately thereafter. Terms used in these Terms with the initial letter(s) capitalized will have the meaning attributed to them in these Terms.

Terms of Use includes your compliance with the following Privacy Policy

### **PRIVACY POLICY**

#### **Effective April 28, 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 occurs, 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 enable 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)

### **Agreement in Entirety**

These Terms of Use constitute the entire agreement between you and ZenZuu regarding the use of the Site and/or the Service, superseding any prior agreements between you and Company relating to your use of the ZenZuu Site or the Service.

**No waiver**

The failure of Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance.

**Disclaimer:**

All Independent ZenZuu Representative must use official ZenZuu flyer approved by ZenZuu.

A Maximum of 80% of all Worldwide Net Advertising received by ZenZuu will be distributed to the active members of ZenZuu based on the compensation plan posted on the ZenZuu.com website (you must be an active member to participate in the plan).

Even though it is FREE to join as member of ZenZuu social network, and it is ABSOLUTELY FREE to participate in the Advertising Revenue Sharing Plan, this Advertising Revenue Share Plan is void where prohibited.

There is NO GUARANTEE OF SUCCESS. Your success is depended on your individual efforts, economic conditions, all technological and other risks associated with a social net work web site, and affiliated compensation module.

There is no guarantee of any amount of advertising revenue will be achieved. You should not rely on any representation made by anyone regarding this program. This disclaimer and other disclaimers posted on the ZenZuu Web Site supersede any representation made by anyone to you about ZenZuu, and any of its programs.

Before participate in the program, you must make an independent evaluation and enter at your own risk. This program and all its qualification is subject to change without notice. You must be 18 years old to participate in the ZenZuu Advertising Revenue Share program. Parents and or guardians can open an account and take full responsibility for a 14 to 17 year old to participate in their parent/guardian ZenZuu account.

(\*ZenZuu members who participate in VIP travel club are subject to terms and conditions of ISLAND BREEZE TRAVEL AGENCY. LLC - FL SOT 37177 Additional charges may apply to some member benefits. All benefits are at the discretion of the provider. All benefits are subject to change or be replaced at anytime.)

**Enforceability of any remaining provisions.**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.