

Zooki Terms of Use

This website and the Zooki Platform (the “Platform”) is operated by Zooki, LLC (referred to herein as “Zooki”, “we”, “us” and “our”). Your use of the Platform is subject to the following terms and conditions (the “Terms of Use”). These Terms of Use also incorporate our Privacy Policy as if set forth at length herein. The Privacy Policy is located at <https://zooki.biz/privacy-policy>.

1. Consent: PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS PLATFORM. BY USING THIS PLATFORM, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS PLATFORM. You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the Platform and receipt of data, materials and information available at or through the Platform, the possibility of our use or display of your Submissions (as defined in Section 15 below) and the possibility of the publicity and promotion from our use or display of your Submissions.

2. Additional Terms: Note that special terms apply to some services offered on the Platform, such as subscription-based services, product purchases, rules for contests or sweepstakes or other features or activities. These terms are posted in connection with the applicable service. Any such terms are in addition to these Terms of Use and, in the event of a conflict, prevail over these Terms of Use.

3. Modification: We reserve the right to modify or otherwise update these Terms of Use at any time and you agree to be bound by such modifications, updates and revisions. You should visit this page from time to time to review the current terms. We may change the Platform or delete Content (as defined in Section 9 below) or features of this Platform at any time, in any way, for any or no reason at our discretion.

4. Creating an Account: If you create a Zooki account in order to make full use of the Platform, you agree that you will:

- use your real name and not register your account under any false name;
- provide accurate information about yourself;
- create only one account (your own) and use the Platform for your personal purposes;
- not share your account password; or
- transfer your account to any other person or entity without our permission.

In creating an account with us, you verify that:

- you are at least 13 years of age;
- you are not a convicted sex offender;
- we have not previously disabled or terminated your Zooki account due to violations of these Terms of Use; and
- you are not prohibited from making use of the Platform or any of our products, services, or software under applicable law.

5. Conditions to Use the Platform: Your permission to use the Platform is conditioned upon your agreement that you:

- will comply with these Terms of Use;

- are at least 13 years of age;
- will not copy or distribute any part of the Platform in any manner without our prior written consent;
- will not use the Platform for any commercial purposes other than the specific commercial activities contained on the Platform and will not use it to obtain data or personal information about any other users or to solicit other users or advertisers;
- are solely responsible for any content provided by you on the Platform, including but not limited to any discussion posts, profile information, links and pictures including the ownership of any licenses or rights necessary to use the work of others and will not submit any copyrighted materials or work subject to other's proprietary rights;
- agree we have the right to remove any and/or all of your content and terminate your account with or without prior notice.

6. Prohibited Conduct. By using the Platform, you agree not to:

- conduct or promote illegal activities;
- attempt to reverse engineer or otherwise attempt to derive the source code of the software (including tools, methods, processes, and infrastructure);
- engage in the automated use of the system, such as the use of data mining robots, or any manual process to harvest information from the Platform;
- attempt to gain access to secured portions of the Platform;
- hack into the accounts/profiles of other Users;
- infringe upon our copyrights or the copyrights of third parties whose content is hosted on the Platform;
- harass other Users of the Platform;
- violate the rights of other Users of the Platform;
- sell or otherwise transfer your account/profile without our express permission;
- use the Platform to generate unsolicited email advertisements or spam;
- use our services as part of any effort to compete with us; or
- interfere in any way with the proper functioning of the Platform.

7. Products or Services: The following terms in these Terms of Use are applicable to those who make a purchase of goods or services through the Platform.

- **Product/Services Descriptions.** We make great effort to put accurate product/service information, descriptions and images on the Platform, but will not be held responsible for any mistakes or omissions to any information made available. The descriptions of products and services are subject to change at any time without notice, at our sole discretion.
- **Prices.** Prices for our goods and services are subject to change without notice. Prices on the Platform do not include delivery charges. Any delivery charges are clearly listed before checkout. We shall not be liable to you or any third party for any price change.
- **Modifications.** Prices for our goods and services are subject to change without notice. We reserve the right at any time to modify or discontinue any goods (or any part or content thereof) without notice at any time. We shall not be liable to you or any third party for any modification, suspension or discontinuance of any of our goods or services.
- **Tax.** If required by law, tax will be collected from a user at the time of purchase.
- **Payment for Goods and Services.** Full payment for goods and services are made upon placing an order.
- **Method of Payment.** We accept the following methods of payment: Credit card.
- **Unavailable Products.** If, after purchasing and completing payment for a product, that product is

unavailable, we will contact you to inquire about whether you want to wait until the product is available. If within 30 days we receive no response, you will be refunded the purchase price, including any amount paid for delivery, within 30 days. If no response is received and the product becomes available within 30 days, we will promptly ship the product to you. If an unavailable product will not be restocked, we will refund you.

- **Discretion.** We reserve the right but are not obligated, to limit the sales of our goods and services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to discontinue any product or service at any time. Any offer for any goods or services made on this Platform is void where prohibited.

8. Subscriptions: If you sign up for one or more subscription services through the Platform, these additional terms apply.

- **Term.** Your license to the services is valid during the period your subscription remains in good standing and there are no outstanding subscription payments (hereinafter “Subscription Term”). To keep your Subscription Term valid and in force, you must pay all charges to your account relating to your subscriptions, including applicable taxes and fees. Unless otherwise provided, your Subscription Term is on an automatic renewal and you will be required to pay, through the payment method provided by you, for the next applicable Subscription Term at the beginning of the Subscription Term period. These charges are applied regardless of whether you continue to use the Services during the Subscription Term. **YOU ARE RESPONSIBLE FOR SUBSCRIPTION FEES UNTIL YOU CANCEL YOUR SUBSCRIPTION OR IT IS OTHERWISE TERMINATED.**
- **Discontinuance.** We may discontinue offering subscriptions and will cease charging you accordingly. We may also terminate your Subscription in our sole discretion subject to your right to a pro-rated refund of fees.
- **Increase of Prices.** We may increase subscription fees and/or terms with 30 days’ notice to you. You may terminate your services before the increase in fees or renewal terms is put into effect. If you do not cancel, you will be charged the new rate at the time of the renewal of your Subscription Term the increased amount and/or your renewed Subscription Term will be the new applicable length.
- **Failed Payment for Renewal.** If your payment on file is not approved on the date of the renewal of the Subscription Term, you will be allowed a period of at least three business days to provide updated payment information. If no updated information is provided after the three business-day period, we may suspend your service and terminate the Subscription. If we make a charge to your credit card and it is declined, we may, but are not obligated to make up to five more attempts to bill the card over a thirty-day period. We also reserve the right to charge your card smaller amounts in more than one transaction not to exceed the amount of the due Subscription Term payment. If you or we (through our payment service providers) update your payment method to remedy a change in validity or expiration date, we will automatically resume billing you for your subscription to the Services. We reserve the right not to reactive an account or subscription until all past due amounts are paid.
- **Cancellation.** Cancellation of your subscription is to be done according to the following: A User may cancel their subscription at any time by logging into their Member portal and selecting the cancel subscription option. After termination, you may not have access to your account or the services related to your subscription.

9. Intellectual Property:

- All information, materials, functions and other content (including Submissions as defined in

Section 15 below) provided on this Platform (collectively “Content”), such as text, graphics, images, etc., is our property or the property of our licensors and is protected by US and international copyright laws. The collection, arrangement and assembly of all content on this Platform is our exclusive property and is protected by US and international copyright laws. Except as stated herein or as otherwise provided in an express authorization from us, no material from the Platform may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. Any unauthorized use of any material contained in this Platform is strictly prohibited.

- We, or people from whom we obtained a license, retain ownership of all intellectual property rights of any kind associated with the Platform, including all applicable trademarks, copyrights and other proprietary rights such as trade secrets. Through the use of this Platform pursuant to these Terms of Use, you have a limited right to use the Platform, but in no way are we granting any license to you under any of those intellectual property rights. We reserve all rights that are not expressly granted to you in these Terms of Use. You may print limited numbers of one or more pages from the Platform for your personal use.
- We retain, to the maximum extent possible, all ownership, without limitation, of all the text, software, scripts, graphics, photos, sounds, interactive features and the trademarks, service marks and logos contained therein (“Marks”) unless they are marks used by licensors who have provided them to us for use on this Platform. The Marks are owned or licensed to us, subject to copyright and other intellectual property rights under the law of the United States of America, the law of the jurisdiction where you reside, and international conventions. All content on the Platform provided by us is provided to you “AS IS” for your information and personal use only and may not be used, copied, reproduced, modified, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. We reserve all rights not expressly granted in and to the Platform.

10. Trademarks: Unless otherwise noted, the trademarks, service marks, trade dress, trade names, and logos (collectively “Trademarks”) used and displayed on this Platform are our registered and unregistered Trademarks and the Trademarks of our licensors. Nothing on this Platform should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Platform. Our Trademarks and those of our licensors may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us.

11. Product Returns:

If you purchase a product or service through the Zooki marketplace, any return or refund rights that you may have are subject to the refund and return policies of the third-party seller of the product or service. You must contact the third-party seller to obtain information about their policies. Zooki issues no refunds and accepts no returns.

12. Use of Platform and Content: We grant you a limited license to access and make personal use of the Platform and the Content, subject to these Terms of Use. Neither this Platform nor any portion of this Platform or any Content may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by us in writing, except that where the Platform is configured to enable the download of particular Content, you may download one copy of such Content to a single computer for your personal, noncommercial home use only, provided that you: (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content, and

(c) do not use the Content in a manner that suggests an association with any of our products, services, or brands. We reserve the right to refuse services, and/or cancel orders at our discretion if we believe that user conduct violates applicable laws or is harmful to our interests.

In the event that we offer downloads of software from this Platform and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively the “Software”) are licensed to you by us or third-party licensors for your personal, noncommercial home use only. We do not transfer title to the Software to you. You may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form.

13. Linking: Links to third party websites may be provided on this Platform. If so, they are provided solely as a convenience to you. If you use such links, you will leave this Platform. We have not reviewed all such third-party sites (if any) and do not control and are not responsible for any of these websites and their content. We do not endorse or make any representations about such websites or any information or materials found there, or any results that may be obtained from using them. If you access any third-party websites linked from this Platform, you do so at your own risk.

14. Claim of Copyright Infringement: We respect the intellectual property rights of others. If you believe that your copyrighted property has been copied in any way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our copyright agent the information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed. To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by a single notification, a list of such works;
- The exact URL or description reasonably sufficient to permit us to locate where the alleged infringing material is located on the Platform;
- Your name, address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or by the law; and
- A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement on this Platform can be reached at support@zooki.biz.

15. Submissions:

For purposes of these Terms of Use, the word “Submissions” means text, messages, ideas, concepts, suggestions, artwork, photographs, drawings, videos, audiovisual works, your and/or other persons’ names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate or otherwise distribute on or through this Platform.

If you transmit to us, post, or upload any Submissions to or through this Platform, you grant us and our affiliates a non-exclusive, royalty-free, perpetual and irrevocable right to use, reproduce, modify, adapt,

publish, translate, distribute and incorporate such Submissions and the names identified on the Submissions throughout the world in any media for any and all commercial and non-commercial purposes.

By communicating a Submission to us, you represent and warrant that the Submission and your communication thereof conform to the Rules of Conduct set forth in Section 18 below and all other requirements of these Terms of Use and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these Terms of Use. You agree that you shall not post or transmit to or from this Platform any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material, or any other material that could give rise to any civil or criminal liability under the law. See Section 18 below.

16. Accounts:

Some services on this Platform permit or require you to create an account to participate in or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to promptly notify us of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to this Platform.

We may suspend or terminate your account and your ability to use the Platform or any portion thereof for failure to comply with these Terms of Use or any special items related to a particular service, for infringing copyright, or for any other reason whatsoever.

17. Public Forums and Communication:

"Public Forum" means an area or feature offered as part of this Platform that offers the opportunity for users to distribute Submissions for viewing by other Platform users, including, but not limited to, a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, or e-mail function.

You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy regarding any Submission to a Public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

You are and shall remain solely responsible for the Submissions you distribute on or through the Platform under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. We have no duty to monitor any Public Forum.

You should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. We are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum and we specifically disclaim any and all liability in connection therewith.

We owe you no obligation, and therefore may refuse to post, deliver, remove, modify or otherwise use or take any action with respect to any Submissions that you make to the Platform.

18. Rules of Conduct:

The following Rules of Conduct apply to the Platform. In all interactions with other users and all postings that you make, you agree you will not engage in any behavior or make any postings that are negative, unkind, defamatory, or disparaging to any other person. Absolutely no posts, or links to posts, that are negative or harmful to any other person, entity, religion, political philosophy, gender, identity, sexual orientation, race, ethnicity, etc. will be tolerated. In addition, by using the Platform, you agree that you will not upload, post, or otherwise distribute to the Platform any Submission that:

- (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic, or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
- is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug use, harassment, theft, or conspiracy to commit any criminal activity;
- infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
- is commercial, business related or advertises or offers to sell any products services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
- contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Platform or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Platform; or
- (a) does not generally pertain to the designated topic or theme of the relevant Public Forum; (b) violates any specific restrictions applicable to a Public Forum, including its age restrictions and procedures; or (c) is antisocial, disruptive, or destructive, including "flaming", "spamming", "flooding", "trolling", and "griefing", as those terms are commonly understood and used on the Internet.

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of these Terms of Use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

19. Removal of Submissions:

We reserve the right, but disclaim any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from the Platform that violates these Terms of Use and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Use and/or protect the safety or security of any person or property, including the Platform. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

20. International: The Platform is intended for viewing and use in the United States. If this Platform is viewed internationally, you are responsible for compliance with applicable local laws. We do not

intend to provide our products or services outside the United States.

21. Privacy: Zooki respects your privacy and the privacy of other visitors to the Platform. To learn about our privacy practices and policies, please see our Privacy Policy at <https://zooki.biz/privacy-policy>.

22. Children: Zooki is committed to the safety of our children. Persons under the age of 18 may not enroll as Zooki Representatives. Children under the age of 13 may not enroll as Zooki Members or purchase products through any of our Websites. Zooki does not solicit or knowingly collect personally identifiable information from children under the age of 13. If we obtain actual knowledge that we have collected personally identifiable information from a child under the age of 13, we will immediately delete such information from our database. Because Zooki does not collect personally identifiable information from children under the age of 13, Zooki has no such information to use or disclose to third parties.

23. General Maintenance: We may make the Platform unavailable for periods of time for general maintenance. The length of such unavailability will be kept to a minimum, but we offer no guaranty as to a length of time the Platform may be unavailable. We are not liable for any issue that may arise from such unavailability.

24. Termination: We reserve the right to alter or discontinue the Platform or any of the products or services provided herein at any time without prior notice. We also reserve the right to terminate these Terms of Use at our election and for any reason, without prior notice. The agreement between us and you will automatically terminate if, in our sole discretion, you violate any of These Terms of Use. A termination will result in the immediate cessation of access to the Platform. The Disclaimers of Warranty and Limitation of Liability, and Indemnity sections shall survive the termination of the agreement between you and us.

25. Disclaimer of Warranties: Except as otherwise explicitly set forth herein, we provide the Platform and the related goods and services “as is”, “where is”, and “as available”. Except as explicitly provided herein, we make no express and/or implied warranties or guarantees about the Platform or the goods and services described thereon. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR OFFICERS, DIRECTORS, AGENTS, VENDORS, AND THE MERCHANTS WHO ADVERTISE WITH US DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES THAT THE PLATFORM AND SERVICES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY OR FIT FOR A PARTICULAR PURPOSE OR NEED. WE IN NO WAY GUARANTEE THAT WE WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, ACCURATE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE MAKE NO GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE PLATFORM AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) ANY ENDORSEMENT OF OR LIABILITY FOR CONTENT AND HYPERLINKS; (B) INACCURACY, INCOMPLETENESS OR TIMELINESS OF THE SERVICES; (C) THE TRANSMISSION OF VIRUSES OR THE OCCURRENCE OF DATA CORRUPTION; AND (D) DAMAGES AS A RESULT OF THE TRANSMISSION, USE OR INABILITY TO USE THE SERVICES, INCLUDING THE UNAVAILABILITY OF THE SERVICES, OR CIRCUMSTANCES OVER WHICH THE ORGANIZATION HAS NO CONTROL.

26. Limitation of Liabilities: WE, OUR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, VENDORS, AND MERCHANTS WHO ADVERTISE HERE, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON THE PLATFORM IN ANY WAY. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION,

DAMAGE TO ANY OTHER EQUIPMENT, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTION, OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, VENDORS, AND MERCHANTS WHO ADVERTISE HERE, SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE DISPUTES OR CLAIMS WITH US IS TO CEASE USE OF THE PLATFORM. NOTHING IN THESE TERMS OF USE SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS OF USE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

In connection with the foregoing release, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

27. Governing Law, Jurisdiction and Venue: This Platform is created and controlled by us in the State of Utah. The laws of the State of Utah govern these Terms of Use, without giving effect to any principles of conflicts of laws. You agree that any action at law or in equity arising out of or relating to these Terms of Use or the Platform shall be filed, and that venue properly lies, only in the State or Federal courts located in Sevier County, State of Utah, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

28. Indemnity: You agree to defend, indemnify and hold harmless us, our officers, directors, representatives, employees and agents and all of our parent companies, affiliates, related companies and their officers, directors, representatives, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your violation of any term of these Terms of Use; or (ii) your violation of any third party right, including without limitation any copyright, property, privacy right, or any and all intangible or intellectual property rights.

29. General Provisions:

- We make no representations that the Content on the Platform is appropriate or available for use in any particular location. Those who choose to access the Platform do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.
- If any provision of these Terms of Use shall be 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.
- No waiver of any provision of these Terms of Use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.
- YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.
- There are no third-party beneficiaries of these Terms of Use. You may not assign these Terms of Use or your rights and obligations hereunder, in whole or in part, to any third party without our prior written consent, and any attempt by you to do so will be invalid. No one shall be deemed a

third-party beneficiary to these Terms of Use.

- All software used on the Platform or other Offerings is subject to U.S. export controls. No such software may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Burma, Democratic Republic of the Congo, Ivory Coast, Iraq, Libya, North Korea, Iran, Syria, Sudan, Venezuela or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any such software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

30. California Privacy Rights: Residents of the State of California, under the California Civil Code, have the right to request from companies conducting business in California a list of all third parties, if any, to which Zooki has disclosed Personal Information during the preceding year for direct marketing purposes (e.g., requests made in 2022 will receive information about 2021 sharing activities). We comply with this law by offering our visitors the ability to tell us not to share your personal information with third parties for their direct marketing purposes. To make such a request, please write us at zooki@zooki.biz or Zooki, LLC, 90 S. Sevier Hwy, Sevier, UT 84766.

You must include this Platform as the subject line, and your full name, e-mail address, and postal address in your message.

Please note that any request under this Paragraph will be limited to our use and disclosure of your personal information. You will need to make the same request of your Zooki Independent Representative if you would like to obtain information about any disclosure that he or she has made of your personal information.

31. Contacting Us: You may contact us regarding these Terms of Use or the Platform by mail at Zooki, LLC, 90 S. Sevier Hwy, Sevier, UT 84766.

32. Effective Date: These Terms of Use are effective as of July 1, 2022, and shall remain in effect until modified and/or updated as provided in Section 3 above.