

Zocial PTE. Ltd.

# Zocial Platform Terms of Use Agreement

Date of Most Recent Revision: January 1, 2021

## INTRODUCTION

Zocial PTE. Ltd. (referred to hereinafter as “**Zocial**” or “**we**” (including objective “**us**” and possessive “**our**”). has created a blockchain-based super app platform for mobile commerce for enterprises and communities, which it provides along with the Zocial websites (which include the epipath.io website and the zocial.io website), web services, development tools, and other services, including training and support services. All of the foregoing and all of Zocial’s services are hereinafter referred to collectively as the “**Platform**.”

You, the end-user, are either (1) a Zocial Platform Partner under a Zocial Platform Partner License Agreement (“**ZPPLA**”); or (2) a Customer of a Zocial Platform Partner under to a Subscription Service and Support Agreement (“**SSSA**”) with a Zocial Platform Partner, or (3) an Authorized User employed either as an employee or independent contractor of a Customer of a Zocial Platform Partner and working under the control and supervision of such Customer, or (4) an individual end user. You are referred to (hereinafter, “**you**” (including possessive “**your**”) or “**User**”).

This Zocial Platform Terms of Use Agreement (“**Agreement**”) constitutes the Agreement between you and Zocial in regard to your use of the Platform. If you want to use the Platform, you must carefully read this Agreement, because it constitutes a written contract between you and Zocial and it affects your legal rights and obligations.

Please note that—

- If you are a Zocial Platform Partner, this Agreement is part of and incorporated into the ZPPLA that you entered into with Zocial (and if any conflict of language or meaning occurs between this Agreement and the ZPPLA, the relevant provision in the ZPPLA shall control).
- If you are a Customer of a Zocial Platform Partner, this Agreement is part of and incorporated into the Subscription Service and Support Agreement you entered into with a Zocial Platform Partner (and if any conflict of language or meaning occurs between this Agreement and the SSSA, the relevant provision of this Agreement shall control, unless Zocial indicates otherwise).
- If you are an individual Authorized User employed by a Customer as an employee or independent contractor, you are using the Platform pursuant to such

Customer's subscription and under such Customer's supervision, and you are obligated to abide by {i} your employer's subscription terms set forth in the SSSA that your employer executed as a Customer of a Zocial Platform Partner, and {ii} the employment or independent contractor agreement you have with your employer, because your employer is fully liable and responsible for your activities on the Platform.

- If you are an individual authorized user, this Agreement is your end-user license agreement for your access to the Platform.

Each time you access and/or use the Platform, including when you first land on the homepage of a Zocial website, you agree to be bound by and comply with all of the terms and conditions of this Agreement. Therefore, do not use the Platform if you do not agree to all of the terms of this Agreement. Also, please note that Zocial reserves the right to modify, change, amend, or supplement the terms and conditions of this Agreement at any time without advance notice to the users of the Platform. Therefore, we recommend that you review this Agreement from time to time to determine if changes have been made to this Agreement.

If you are under thirteen years of age, you may not use the features on this Platform which require user registration (if any). If you are over the age of thirteen but under the age of eighteen, your parent or guardian may be liable for some or all of your activities on the Platform. Because your parent or guardian may bear this liability, and because Zocial supports parental awareness of your activities, including knowledge of the websites that you visit, you must make your parent or guardian aware that you are intending to use the Platform, and you must obtain your parent's or guardian's consent to your use.

## **1. ZOCIAL CONTENT.**

### **A. Zocial Content.**

The Platform contains, or may contain, a variety of materials and other items relating to Zocial and its products and services, and similar items from our licensors, network members, and other third parties. All content generated by Zocial on this Platform, including, but not limited to, all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Platform, and the compilation, assembly, and arrangement of the materials of the Platform and any and all copyrightable material (including source and object code), trademarks, logos, trade names, service marks, company names, and trade identities of various parties, including those owned by Zocial and those owned by third parties and licensed to Zocial for use on the Platform (collectively, "**Trademarks**"), and other forms of intellectual property are defined collectively as "**Zocial Content**," which term includes all of the foregoing.

(1) Zocial Content also includes Zocial's Application Programming Interfaces ("**APIs**"). The terms governing a User's use of any Zocial APIs are delineated in the API Usage Addendum to this Agreement.

## **B. Ownership.**

The Platform (including any past, present, and future versions) and the Zocial Content are either owned by Zocial or controlled by Zocial through licenses granted to Zocial by its licensors. All right, title, and interest in and to the Zocial Content available via the Platform is the property of Zocial or of our licensors, and is protected by U.S. federal copyright, trademark, patent, and trade secrets laws and by other federal and state intellectual property, and unfair competition laws. In addition to Zocial's copyright ownership of the Zocial Content, Zocial owns a copyright in the selection, compilation, assembly, arrangement, and enhancement of the Zocial Content on the Platform. "**Intellectual Property Rights**," as used in this Agreement, means any and all rights belonging to Zocial and existing under patent law, copyright law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, in any intellectual property, which includes, but is not limited to, patentable inventions, ideas, and processes, trade secrets, trademarks, trade names, copyrightable works, and any confidential information. As between you and Zocial, Zocial retains all its respective titles, interests, and ownership in the Platform and the Zocial Content, and you understand and acknowledge that neither you nor any other User acquires any ownership in any Intellectual Property Rights regarding the Platform or the Zocial Content under this Agreement.

## **C. Limited License Granted to You.**

Subject to your strict compliance with this Agreement, Zocial grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license (the "**Limited License**") to do the following:

(1) download (for temporary storage only), display, view, use, play, and/or print one copy of the Zocial Content (excluding source and object code in any form, other than as made available to access and use via a standard web browser to enable display) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, an "**Internet Access Device**") for your personal, non-commercial use only; and

(2) use certain Zocial Content that we may make available on the Platform, which Zocial Content is defined hereinafter as "**Zocial Licensed Elements**," but your use of the Zocial Licensed Elements must be restricted to only such purposes as may be explicitly stated at the time that the Zocial Licensed Elements are made available on the Platform.

The foregoing Limited License does not give you any ownership of, or any other intellectual property interest in, any Zocial Content, and Zocial reserves the right to suspend or terminate, at any time and for any reason, your Limited License without any advance notice to you, and without any liability. This Agreement includes only narrow, limited grants of rights to Zocial Content and to use and access the Platform. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by Zocial. Any unauthorized use of any Zocial Content or the Platform for any purpose is strictly prohibited.

## **D. Rights of Others.**

In using the Platform, you must respect the rights of others. Your unauthorized use of Zocial Content may violate rights owned by Zocial or its licensors, and/or may violate copyright, trademark, privacy, publicity, communications, and other laws. If you make unauthorized use of Zocial Content owned by Zocial or its licensors or of materials owned by a third party, your use may result in personal liability for you, as well as potential criminal liability.

**E. Third-Party Websites.**

The Platform may provide links to other websites operated by third parties who are not related to, affiliated with, or endorsed by Zocial. Because Zocial has no control over such third-party websites, you understand and acknowledge that Zocial is not responsible for the availability of such websites and bears no responsibility or liability whatsoever for any content, advertising, services, products, or other materials on or available from such websites. Accordingly, you acknowledge and agree that Zocial shall have no responsibility or liability, directly or indirectly, for any damage or loss suffered by you and caused directly or indirectly by such websites. Further, you understand, acknowledge, and agree that this Agreement does not apply to third-party websites and that your use of such websites is subject to the terms and conditions and policies of the owner or owners of such third-party websites.

**2. USER CONTENT.**

**A. Definition.**

“**User Content**” means text, text messaging, writing, film, video, photographs, artwork, graphics, information, files, and other content generated and uploaded to the Zocial Platform by you. Subject to the rights and license you grant to Zocial in this Agreement (see below), you retain whatever legally cognizable right, title, and interest that you have in your User Content. You understand and acknowledge that Zocial has no obligation to monitor or enforce your Intellectual Property Rights to your User Content.

**B. The License You Grant to Zocial to Manage Your User Content.**

You hereby grant to Zocial a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to:

- (1) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and combine your User Content with other materials on the Zocial Platform; and
- (2) feature or emphasize User Content in Zocial’s sole discretion; and
- (3) use any feedback or ideas or concepts contained in your User Content for any of Zocial’s business purposes, including enhancing the Platform and developing new products and/or services; and
- (3) manage your User Content; and
- (4) refrain from making any use of your User Content.

Zocial may, but has no obligation to, review or monitor your User-Generated Content, and Zocial may, in its sole discretion, move, re-format, remove or refuse to post or otherwise make use of your User Content without notice to you and without any liability to you or any third party. Zocial reserves the right to treat User Content on the Platform as content stored at the direction of Users for which Zocial will not exercise any control except to block or remove content that comes to Zocial's attention and is offensive, obscene, lewd, lascivious, salacious, violent, harassing, threatening, abusive, infringing, illegal or otherwise objectionable either under a community standard or in Zocial's sole discretion and judgment; or, to enforce the rights of third parties or the content restrictions set forth in other provisions of this Agreement, when notice of a violation comes to Zocial's attention. You understand and acknowledge that Zocial has no obligation to post, display, maintain, store, access, cache, or archive your User Content for any period of time.

### **C. User Content and Confidentiality.**

You understand and acknowledge that *your User Content will not be private or confidential unless your privacy is affirmatively indicated by Zocial. You acknowledge that unless Zocial expressly confirms your privacy and confidentiality, you should not have an expectation of privacy or confidentiality in regard to your User Content.* Zocial will maintain its Privacy Policy (see Privacy Policy Addendum) in regard to personally identifiable information that you provide as part of your subscription, but Zocial has no privacy obligation to you in regard to your User Content. *Therefore, do not post and/or share as User-Generated Content any personally identifiable information such as names, addresses, telephone numbers, email addresses, credit card numbers, social security numbers, bank account numbers, private health information or records regarding you or another person, or other private information which relates to you or to another specific individual (hereinafter, "PII").* Under this Agreement, you acknowledge that your User Content is non-confidential, unless Zocial provides you, in advance, with affirmative confirmation that your privacy and confidentiality will be secure. Further, you acknowledge that the Internet may be subject to breaches of security and that you are aware that submissions of User Content may not be secure, and you will therefore undertake to refrain from including any PII in your User Content.

### **D. Zocial's Limitation of Liability for User Content.**

Under no circumstances will Zocial be liable in any way for any (i) unauthorized transmission of User Content by a Customer on the Zocial Platform, (ii) errors or omissions in User Content, (iii) any use of User to infringe the Intellectual Property Rights of any third party, or (iii) any loss or damage of any kind incurred as a result of the use of, or access to, User Content on the Zocial Platform. You understand, acknowledge, and agree that while Zocial is not responsible for any User Content, Zocial may delete any User Content on the Zocial Platform at any time, if Zocial becomes aware that such User Content violates any provision of this Agreement, any rights of any third party, or any applicable law.

## **3. OWNERSHIP OF CUSTOMER DATA**

Each Customer shall retain ownership of its data and information entered into the Zocial Platform, including but not limited to all PII. If you have questions regarding Zocial's use of PII, please consult Zocial's Privacy Policy.

#### **4. ANALYTICS: NON-PERSONALLY IDENTIFIABLE DATA.**

**A.** You understand, acknowledge, and agree that Zocial may aggregate non-personally identifiable information and demographic data regarding Users, including you, and their behavior on the Platform and their activities in regard to the Platform and the Zocial Content (“**Analytics**”). Zocial may use and retain Analytics for any of its business purposes, including but not limited to improving or modifying the Platform, without any compensation or royalty owed to you or to any other User.

**B.** If you are a Customer using the Zocial Platform pursuant to an SSSA, you understand, acknowledge, and agree that a Zocial Platform Partner may use and retain Analytics for any of its business purposes, including but not limited to improving or modifying its goods and services, without any compensation or royalty owed to you or to any other User.

#### **5. USER CONDUCT ON THE PLATFORM.**

You hereby understand, acknowledge, and agree that *you will not do* any of the following: alter, modify, edit, amend, abridge, add to, delete from, adapt, repackage, or change any of the Zocial Content or the Platform in whole or in part; *and/or* remove any notices of copyright, any watermarking, or any other proprietary notices or language referring to Zocial's ownership of the Zocial Content and the Platform; *and/or* copy, reproduce, publish, distribute, or redistribute any of the Zocial Content, in whole or in part, to any person who is not an authorized User of the Platform; *and/or* attempt to sell, resell, lend, lease, license, sublicense, assign, or otherwise transfer or attempt to transfer the Zocial Content, the Platform, any rights granted under this Agreement, or any intellectual property rights owned by Zocial to any other person or entity; *and/or* provide any other person or entity access to the Platform by means of your username and/or your password; *and/or* attempt to lend, lease, license, sublicense, transfer, assign, sell, or resell your username(s) and password(s) to any other person or entity; *and/or* decompile, disassemble, translate or reverse engineer any portion of the Platform or the Zocial Content, or otherwise discover or duplicate any technology, routines, computer software, algorithms, methods or underlying ideas or design or user interface techniques included in any portion of the Platform or the Zocial Content; *and/or* monitor, gather, copy, or distribute such Zocial Content (except as may be a result of standard search engine or activity or use of a standard Internet browser) on the Platform by using any robot, rover, “bot,” spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; *and/or* frame or use framing techniques to enclose any Zocial Content (including any images, text, or page layout) and display any Zocial Content within the frame on another Platform; *and/or* insert any code or product to manipulate Zocial Content in any way that affects, adversely or otherwise any other User's experience with the Platform; *and/or* make or attempt to make any commercial use or exploitation of the Platform or any of the Zocial Content;

*and/or* circumvent, disable or otherwise interfere with the security features of the Platform or the Zocial Content, or any features that prevent or restrict use or copying of any Zocial Content or enforce limitations on use of the Zocial Content; *and/or* collect or harvest any PII, including usernames and passwords, from the Platform; *and/or* create multiple accounts by manual or automated means or under false or fraudulent pretenses; *and/or* create or transmit unwanted electronic communications or “spam” to other Users of the Platform; *and/or* transmit any viruses, worms, defects, Trojan horses or other code sequence or routines of a destructive nature on the Platform; *and/or* use the Platform or the Zocial Content to violate the security of any computer network, to crack passwords or security encryption codes, or to transfer or store illegal material; *and/or* use any metatags or any other “hidden text” utilizing any Zocial trademarks *and/or* use any device, software or routine that interferes with the proper working of the Platform or the Zocial Content; *and/or* claim the Platform or any of the Zocial Content as your property, your creation, or your work of authorship, in whole or in part; *and/or* contest or dispute Zocial’s ownership of all intellectual property rights in the Platform and the Zocial Content; *and/or* use the Zocial Content after the termination date of your account; *and/or* fail at any time to provide true, accurate, complete, and current account registration data and information; *and/or* engage in any activities through or in connection with the Platform that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, salacious, injurious, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Zocial; *and/or* use the Platform and/or the Zocial Content, in whole or in part, in any manner not authorized by this Agreement.

YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT ANY VIOLATION OF THE FOREGOING PROVISIONS MAY, IN ZOCIAL’S SOLE DISCRETION AND JUDGMENT, SUBJECT YOU TO THE IMMEDIATE SUSPENSION OR TERMINATION OF YOUR ACCOUNT, AND MAY SUBJECT YOU TO CRIMINAL LIABILITY AND/OR LIABILITY FOR DAMAGES, COSTS, EXPENSES, OR FEES (INCLUDING ATTORNEY’S FEES) INCURRED BY ZOCIAL IN ENFORCING ITS RIGHTS AGAINST YOU UNDER THIS AGREEMENT.

## **6. YOUR REGISTRATION PROFILE ON THE PLATFORM.**

### **A. Registration and Access.**

To access the Platform, you may have to become a User profile on the Platform. If you are a minor over the age of thirteen but under the age of eighteen, your registration will require parental consent. The Platform's practices governing any resulting collection and use of your PII are disclosed in the Zocial Privacy Policy which is posted on the Platform. Your decision to provide PII is purely voluntary and optional; however, if you elect not to provide it, then you may not be able to access certain Zocial Content or participate in certain features of the Platform.

### **B. Usernames and Passwords.**

If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may send you an email notification with a randomly generated initial password) and you agree to the following:

(1) You will not use a username (or e-mail address) that is already being used by someone else, that may impersonate another person, that belongs to another person, that violates the intellectual property or other right of any person or entity, or that is offensive (Zocial may reject the use of any password, username, or email address for any reason in our sole discretion); and

(2) You will provide accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete for as long as you use the features to which the registration relates; and

(3) You are solely responsible for all activities that occur on the Platform under your account, password, and username, whether or not you authorize the activity (except to the extent that any activity occurs due to unauthorized use of your password and username by another person or entity); and

(4) You are solely responsible for maintaining the confidentiality of your password and for restricting access to your computer, phone, pad, tablet, or other Internet Access Device, so that others may not access any password protected portion of the Platform using your name, username, or password; and

(5) You will immediately notify Zocial of any unauthorized use of your account, password, or username, or any other breach of security; and

(6) You will not sell, transfer, or assign your account or any account rights.

Zocial shall have no liability for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

### **C. Suspension or Termination of Your Account.**

If any information that you provide as part of your account registration is false, inaccurate, outdated, incomplete, or violates this Agreement, or any legal requirement or law, then Zocial may suspend or terminate your account in its sole discretion and with no liability to you. Zocial also reserves the general right to terminate your account or suspend or otherwise deny you access to it or its benefits - all in our sole discretion, for any reason, and without advance notice to you and without any liability.

### **D. Platform Access Charges.**

Zocial reserves the right, upon reasonable notice, to charge for access to some or all of the Platform, charge for access to premium functionality or Zocial Content on some or all of the Platform, or require a subscription to access some or all of the Platform.

### **E. Your Use of an Internet Access Device and Third-Party Components.**

You understand and agree that your use of any Internet Access Device and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by you to access the Platform (“**Third-Party Components**”) are the sole and exclusive responsibility of you alone, including all costs of your use of such Third-Party

Components, and that Zocial has no responsibility for such third-party components, services, or your relationships with such third parties. You agree that you shall at all times comply with the lawful terms and conditions of your agreements with such third parties. Zocial does not represent or warrant that the Platform and the Zocial Content are compatible with any specific third-party hardware or software or any other Third-Party Components. You are responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the Platform.

#### **F. Wireless Features.**

The Platform may offer certain features and services that are available to you via your wireless Internet Access Device. These features and services may include the ability to access the Platform's features and upload content to the Platform, receive messages from the Platform, and download applications to your wireless Internet Access Device (collectively, "**Wireless Features**"). Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Internet Access Device. You should check with your carrier to find out what plans are available and how much they cost. Contact your carrier directly with questions regarding these issues. You understand and acknowledge that Zocial has no responsibility or liability for your ability or inability to access or take advantage of any Wireless Features due to your carrier, your phone service plan, your Internet Access Device, or any other Third-Party Component.

#### **G. Customer Service.**

Zocial will respond to consumer service requests and other similar inquiries if properly communicated to Zocial.

### **7. REPORTING INTELLECTUAL PROPERTY INFRINGEMENT.**

#### **A. DMCA Notice for Copyright Infringement.**

Zocial will respond appropriately to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("**DMCA**"), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that the copyright in that work has been infringed by an improper posting of it as part of User Content on the Platform, then you may send us a written notice, which notice must include all of the following:

- (1) a subject line that says: "DMCA Copyright Infringement Notice"; and
- (2) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works; and
- (3) a description of the location of the infringing material on the Website; and
- (4) your full name, address, telephone number, and e-mail address; and

(5) a statement by you that you have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the copyright owner; and

(6) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner); and,

(7) your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “//s//” followed by your full typed name, which will serve as your electronic signature.

Zocial may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Zocial may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Zocial will only respond to DMCA Notices that it receives by e-mail at the following address: info@Zocial.io

We may send the information that you provide in your DMCA Notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Zocial’s other rights, Zocial may, in appropriate circumstances, terminate a repeat infringer’s access to the Website and any other website owned or operated by Zocial.

#### **B. DMCA Counter-Notification regarding Copyright Infringement.**

If access on the Website to a work that you submitted to Zocial is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

(1) a subject line that says: “DMCA Counter-Notification”; and

(2) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared on the Website before it was removed or disabled; and

(3) a statement made under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and

(4) your full name, address, telephone number, e-mail address, and the username of your account; and

(5) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the District of Minnesota), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and

(6) your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “//s//” followed by your full typed name, which will serve as your electronic signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Website. You should also be aware that we may forward the DMCA Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

## **8. YOUR GENERAL REPRESENTATIONS AND WARRANTIES.**

You represent and warrant the following in respect of this Agreement:

- A.** You have the necessary authority to enter into this Agreement; and
- B.** You are over the age of thirteen; and
- C.** If you are between the ages of thirteen and eighteen, you have obtained the consent of your parent or guardian to use the Platform and/or the Zocial Content; and
- D.** You will cooperate with all of the instructions, rules, and procedures that apply to your Zocial account;
- E.** You have provided and will continue to provide true, accurate, current, and complete registration information; and
- F.** You will respect and abide by all of your obligations under this Agreement, and you will perform your obligations under this Agreement diligently; and
- G.** You will comply with all laws and regulations applicable to this Agreement.

## **9. CONFIDENTIALITY**

### **A. General.**

During your relationship with Zocial, you may share confidential information with Zocial and/or Zocial may share confidential information with you. If you have executed a separate non-disclosure agreement with Zocial, that non-disclosure agreement will control the exchange and safeguarding of each party's confidential information, and this Section shall stand as additional applicable contractual provisions in regard to confidentiality. If you and Zocial have not executed a separate non-disclosure agreement, this Section shall apply to and control the safeguarding and exchange of confidential information between you and Zocial.

**B. Definitions.**

“**Confidential Information**” shall mean information disclosed by one party (“**Disclosing Party**”) to the other party or its affiliates (“**Receiving Party**”) pursuant to this Agreement, which, if disclosed in tangible form, is marked “Confidential” or with other similar designation to indicate its confidential or proprietary nature, or, if disclosed orally, is indicated orally to be confidential or proprietary by the Disclosing Party at the time of such disclosure or is confirmed in writing as confidential or proprietary by the Disclosing Party within a reasonable time after such disclosure. Notwithstanding anything to the contrary, the Zocial Platform is the Confidential Information of Zocial, regardless of whether or not marked or designated as such.

**C. Exceptions.**

Notwithstanding the foregoing, Confidential Information shall not include information that, in each case as demonstrated by written documentation: (a) was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure; (b) was generally available to the public or otherwise part of public knowledge at the time of its disclosure to the Receiving Party; (c) became generally available to the public or otherwise part of public knowledge after its disclosure and other than through any act or omission of the Receiving Party in breach of any confidentiality obligations; (d) was subsequently lawfully disclosed to the Receiving Party by a person other than a Party without an obligation of confidentiality; or (e) was independently developed by the Receiving Party without reference to or use of any Confidential Information disclosed by the Disclosing Party.

**D. Non-Use and Non-Disclosure.**

The Receiving Party may use or disclose the Disclosing Party's Confidential Information solely to the extent such use or disclosure is reasonably necessary for exercising its rights or performing its obligations under this Agreement. Upon reasonable request from a Disclosing Party, a Receiving Party shall either return Confidential Information or, if so instructed, destroy Confidential Information in its possession.

**E. Maintenance of Confidentiality.**

The Receiving Party agrees that it shall use the same degree of care to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party

that it uses to protect its own confidential information of similar importance, but no less than a standard of reasonable care. The Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on all copies of Confidential Information, in the same manner in which such notices were set forth in or on the original. Each Party shall immediately notify the other Party in the event of any unauthorized use or disclosure of the other Party's Confidential Information. Each Party acknowledges and agrees that its obligation as a Receiving Party to safeguard the Confidential Information of the Disclosing Party shall survive any termination of this Agreement and continue for a period of at least five (5) years after termination.

**F. Authorized Disclosures.**

Notwithstanding anything to the contrary, the Receiving Party may disclose such Confidential Information of the Disclosing Party as required to be disclosed by law or pursuant to a valid order of a court or other government body provided that the Receiving Party promptly provides, in compliance with law, prior written notice to the Disclosing Party of any planned disclosure based on such legal requirement or order and cooperates with Disclosing Party to obtain such confidential treatment or protective orders as may be available under applicable law.

**10. YOUR INDEMNIFICATION RESPONSIBILITIES.**

You shall indemnify and hold harmless Zocial, its parent company, its officers, directors, employees, agents, and representatives from, and, at your expense, shall defend Zocial against, any loss, damage or expense (including reasonable legal costs) that Zocial incurs or becomes liable for as a result of any breach by you of any of the terms of this Agreement; any negligent, reckless or willful act or omission by you or your agents or others for whom you are responsible; any failure by you to comply with applicable laws in performing under this Agreement; any misuse by you of the Platform and/or the Zocial Content; or, any claim made against Zocial by any third party for which Zocial is not liable under this Agreement, and which arises as a consequence of your use of the Platform. You shall reimburse Zocial for its expenses under this Section as they are incurred. Zocial shall have the right, at its own expense, to participate in the defense of any claim, action or proceeding against which it is indemnified hereunder. You, in the defense of any such claim, action, or proceeding arising under this Section shall not, except with the written consent of Zocial, enter into any settlement which adversely affects Zocial's rights or which does not include, as an unconditional term, a release granted to Zocial of all liabilities in respect of such claim, action or proceeding.

**11. NO OTHER WARRANTIES.**

ZOCIAL'S REPRESENTATIONS AND WARRANTIES THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT ARE THE ONLY REPRESENTATIONS AND WARRANTIES PROVIDED BY ZOCIAL WITH RESPECT TO THE PLATFORM AND THE ZOCIAL CONTENT, AND ANY OTHER ITEM OR SERVICE PROVIDED BY ZOCIAL. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUBJECT ONLY TO THE EXPRESS WARRANTIES PROVIDED UNDER THE AGREEMENT, THE PLATFORM, THE ZOCIAL CONTENT, AND ANY OTHER ITEMS OR SERVICES ARE PROVIDED ON AN "AS-IS,"

AND “AS-AVAILABLE” BASIS. ZOCIAL EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; ANY WARRANTY REGARDING RESULTS OBTAINABLE OR TO BE OBTAINED BY YOU OR ANY USER AS A RESULT OF PROVISION OR USE OF THE PLATFORM AND/OR THE ZOCIAL CONTENT; AND ANY WARRANTY OF UNINTERRUPTED OR ERROR-FREE OPERATION OF OR ACCESS TO THE PLATFORM OR ZOCIAL CONTENT OR THE PROVISION OF SERVICES. ZOCIAL RESERVES THE RIGHT TO MODIFY AND OR REMOVE ANY PORTION OF THE SERVICES INCLUDING ANY ZOCIAL CONTENT, AT ANY TIME, WITH OR WITHOUT NOTICE. NO ORAL OR WRITTEN INFORMATION BY ZOCIAL OR ANY OTHER ENTITY OR PERSON SHALL CREATE ANY ADDITIONAL REPRESENTATION OR WARRANTY BY ZOCIAL. ZOCIAL DOES NOT REPRESENT, WARRANT, OR GUARANTY TO YOU OR ANY USER ANY PARTICULAR RESULTS TO BE ACHIEVED AS A RESULT OF YOUR USE OF THE PLATFORM, THE ZOCIAL CONTENT, OR ANY SERVICES. YOU UNDERSTAND AND ACKNOWLEDGE THAT ZOCIAL HAS NO RESPONSIBILITY OR LIABILITY FOR ANY ACTION YOU TAKE OR FAIL TO TAKE BASED ON YOUR USE OF THE PLATFORM AND/OR THE ZOCIAL CONTENT. ZOCIAL IS NOT LIABLE FOR ANY DAMAGES THAT YOU OR ANOTHER USER MAY SUFFER ARISING OUT OF USE, DELAY IN PROVIDING, OR INABILITY TO USE, THE PLATFORM AND/OR THE ZOCIAL CONTENT. ZOCIAL IS NOT LIABLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF ANY OF YOUR USER CONTENT OR YOUR REGISTRATION INFORMATION OR DATA.

## **12. PLATFORM DISCLAIMER.**

ZOCIAL UNDERTAKES NO RESPONSIBILITY FOR, AND DISCLAIMS ALL LIABILITY ARISING FROM, ANY INABILITY OF YOU OR OTHER USERS TO ACCESS THE PLATFORM. ZOCIAL PROVIDES ACCESS TO THE PLATFORM ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND MAKES NO REPRESENTATION, WARRANTY, PROMISE, OR GUARANTY THAT THE PLATFORM WILL BE AVAILABLE OR FULLY OPERATIVE AT ANY TIME OR ON AN UNINTERRUPTED OR ERROR-FREE BASIS. THE PLATFORM MAY CONTAIN ERRORS, GLITCHES, BUGS, OR OTHER DEFECTS, AND YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDIES IN THE EVENT OF YOUR DISSATISFACTION WITH THE PLATFORM ARE FOR YOU TO NOTIFY ZOCIAL ABOUT YOUR DISSATISFACTION, IN WHICH CASE ZOCIAL WILL REVIEW THE COMPLAINT WITH ZOCIAL’S TECHNICAL EXPERTS, AND/OR TO STOP USING THE PLATFORM.

## **13. ZOCIAL CONTENT DISCLAIMER.**

ALTHOUGH ZOCIAL ATTEMPTS TO PROVIDE HIGH QUALITY ZOCIAL CONTENT, ZOCIAL IS NOT RESPONSIBLE FOR ANY PERCEIVED FALSE, MISLEADING,

INCOMPLETE, INACCURATE, OR OTHERWISE DEFECTIVE ZOCIAL CONTENT. ZOCIAL CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND ZOCIAL IS NOT RESPONSIBLE FOR ANY RELIANCE UPON ZOCIAL CONTENT BY YOU OR OTHER USERS, OR BY ANY THIRD PARTY. THE ZOCIAL CONTENT MAY CONTAIN SUBMISSIONS BY THIRD PARTIES THAT MAY BE PERCEIVED AS FALSE OR MISLEADING OR MAY BE PERCEIVED TO HAVE OTHER DEFECTS, AND ZOCIAL IS NOT RESPONSIBLE FOR SUCH ZOCIAL CONTENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDIES IN THE EVENT OF DISSATISFACTION WITH THE ZOCIAL CONTENT IS FOR YOU TO NOTIFY ZOCIAL ABOUT YOUR PERCEPTIONS OF THE ZOCIAL CONTENT, IN WHICH CASE ZOCIAL WILL REVIEW THE COMPLAINT(S) WITH ITS SUBJECT MATTER EXPERTS, AND/OR TO STOP USING THE ZOCIAL CONTENT.

#### **14. LIMITATION OF LIABILITY FOR ZOCIAL.**

IN NO EVENT WILL ZOCIAL'S LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE ZOCIAL CONTENT, THE PLATFORM, OR ANY OTHER ITEMS OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CLAIM OR FORM OF ACTION, INCLUDE ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR PROFITS, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF ZOCIAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. YOU UNDERSTAND AND ACKNOWLEDGE THAT ZOCIAL'S MAXIMUM AGGREGATE LIABILITY TO YOU UNDER OR RELATING TO THIS AGREEMENT UNDER THEORIES OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED AN AMOUNT, IN AGGREGATE, EQUAL TO THE GREATER OF \$500 DOLLARS OR THE FEES PAID BY YOU IN THE TWELVE MONTHS PRIOR TO WHEN THE DAMAGES FIRST AROSE. YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR RELATIONS WITH OTHER USERS, AND THAT ZOCIAL SHALL NOT BE LIABLE TO YOU OR ANY OTHER USERS, UNDER ANY CIRCUMSTANCES, FOR ANY DISPUTE THAT ARISES BETWEEN YOU AND ANOTHER USER OF THE PLATFORM AND/OR THE ZOCIAL CONTENT.

#### **15. ZOCIAL'S RIGHTS AS PLATFORM OWNER.**

You understand, acknowledge, and agree that Zocial has the right to modify or discontinue the Platform in whole or in part, and that Zocial has the unqualified right, in its sole discretion, to limit, suspend or terminate access to the Platform for any person or entity at any time, for any reason, with or without notice to you or to other Users.

#### **16. OPEN SOURCE SOFTWARE**

Zocial may choose to use certain open source programs in connection with the Zocial Platform. For copies of the applicable open-source licenses, please contact us via email at [info@Zocial.io](mailto:info@Zocial.io) and indicate “open source inquiry” in the subject line.

## **17. GENERAL PROVISIONS.**

### **A. Governing Law and Dispute Resolution.**

Unless otherwise indicated by Zocial in a written agreement, this Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California. Disputes arising under this Agreement which cannot be resolved within 90 days by good faith negotiations between you and Zocial shall proceed to binding arbitration before a single arbitrator accredited by the Singapore International Arbitration Centre (“SIAC”) and chosen by you and Zocial with mutual consent. The location of the arbitration shall be a SIAC facility chosen by you and Zocial with mutual consent. The arbitrator shall apply U.S. and California law to substantive issues and the applicable SIAC rules for international arbitration to procedural issues. You shall bear your own costs for the arbitration, and you and Zocial shall split equally the costs and fees of SIAC and the arbitrator. You acknowledge and agree that the resolution of the arbitrator shall be binding on you and on Zocial.

#### **(1) Zocial’s Right to Injunctive Relief.**

The foregoing provisions of this Section 11 will not apply to any legal action taken by Zocial to seek an injunction or other equitable relief from any court having jurisdiction over you in connection with any loss, cost, or damage (or any threatened or potential loss, cost, or damage) relating to the Platform, any Zocial Content, your User Content and/or Zocial's Intellectual Property Rights, Zocial's operations, and/or Zocial's products or services.

#### **(2) Your Waiver of Injunctive or Equitable Relief.**

IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSSES, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE PLATFORM, THEN YOU ACKNOWLEDGE AND AGREE THAT THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT ORDER OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY PLATFORM, ZOCIAL CONTENT, IDEAS, MATERIALS, PRODUCT, SERVICE, OR OTHER INTELLECTUAL PROPERTY OWNED, LICENSED, OR CONTROLLED BY ZOCIAL OR BY A LICENSOR OF ZOCIAL.

### **B. Updates to this Agreement.**

Zocial reserves the right to modify this Agreement at any time without prior notice (“**Updated Terms**”). You agree that we may notify you of the Updated Terms by posting them on the

Platform so that they are accessible via a link on the Platform, and that your use of the Platform after we post the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms and to the most recent version of this Agreement. The Updated Terms will be effective as of the time that Zocial posts them on the home page of the Platform, in the header of this Agreement, or such later date as may be specified in them. You understand and acknowledge that Zocial shall only be posting the most recent version of this Agreement on the Platform, that you are bound by the most recent version of this Agreement at any time you use or access the Platform, and, therefore, you agree that it is your responsibility to review this Agreement on a regular and frequent basis.

**C. Geographical Restrictions.**

Subject to the terms of this Agreement, Zocial reserve the right to limit the availability of, restrict access to, or discontinue the Platform and/or any Zocial Content, program, product, service, or other feature described or available on the Platform to any person, entity, geographic area, or jurisdiction, at any time and in Zocial's sole discretion, and to limit the quantities of any content, program, product, service, or other feature that Zocial provides. Some content, programs, services, or features may be available on this Platform only on a subscription or fee basis.

**D. Severability and Interpretation.**

If any provision of this Agreement is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in this Agreement, the word will be deemed to mean "including, without limitation."

**E. Communications.**

Whenever you communicate with Zocial electronically, such as via e-mail and text message, you consent to receive communications from Zocial electronically. Please note that we are not obligated to respond to inquiries that we receive from Users. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**F. Notices**

All notices required or permitted under this Agreement shall be in writing and delivered by courier, overnight delivery service, pdf attachment to an email, or by certified mail, and in each instance shall be deemed given upon receipt. All notices shall be sent to the addresses specified by you or Zocial in accordance with this Agreement.

#### **G. Force Majeure**

Nonperformance of any party (other than with respect to payment obligations) shall be excused to the extent that performance is rendered impossible by strike, fire, earthquake, flood, governmental acts or orders or restrictions, acts of terrorism, pandemics or epidemics, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party.

#### **H. Law Enforcement and Termination of Accounts or of the Platform.**

Zocial reserves the right, without any limitation, to investigate any suspected breaches of its Platform security or its information technology or other systems or networks, investigate any suspected breaches of this Agreement, investigate any information obtained by Zocial in connection with reviewing law enforcement databases or complying with criminal laws, involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, prosecute violators of this Agreement, and discontinue the Platform, in whole or in part, or suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Zocial under this Agreement. Upon suspension or termination of your access to the Platform, or upon notice from Zocial, all rights granted to you under this Agreement will cease immediately, and you agree that you will immediately discontinue use of the Platform. The provisions of this Agreement, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Zocial in this Agreement, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction and venue, choice of law, and mandatory mediation.

#### **I. Assignment.**

Zocial may assign its rights and obligations under this Agreement, in whole or in part, to any party at any time without any notice. This Agreement may not be assigned by you in whole or in part, and you may not delegate your duties under this Agreement, without the prior written consent of Zocial. You agree that any assignment or attempted assignment which does not have advance written permission from Zocial shall be void.

#### **J. No Waiver.**

Except as expressly set forth in this Agreement, no failure or delay by you or Zocial in exercising any rights or remedies under this Agreement will operate as a waiver of that or any other right or remedy.

#### **K. No Partnership or Joint Venture.**

Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between you and Zocial.

**L. Complete Agreement.**

This Agreement contains your entire understanding with Zocial with respect to the subject matters covered by this Agreement, and it supersedes any and all prior oral or written proposals or understandings.