

## **Terms of Service**

Our terms of service that governs our relationship with users and others who interact with Zan, as well as all Zan brands, products and services. By using or accessing the Zan, you agree to this Statement.

### **1. Sharing Your Content and Information**

You own all of the content and information you post on Zan. In addition:

1. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give Zan permission a non-exclusive, royalty-free, worldwide license to use the content to share solely on our platform. This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content which is no longer visible, can be used to better help us develop tools to enhance user experience.
3. When you publish content, it means that you are allowing everyone in Zan to access and use that information.
5. Any suggestions or feedback you offer to Zan and it's subsidiary will be used without any obligation to compensate you, it is at your discretion to communicate these to Zan.

### **2. EULA**

We need the community to help to keep Zan safe and enjoyable for everyone, which includes the following commitments from you:

1. You will not post unauthorized commercial communications (such as spam) on Zan.
2. You will not collect users' content or information, or otherwise access Zan, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Zan.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; graphic or gratuitous violence.

8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
9. You will not use Zan to do anything unlawful, misleading, malicious, or discriminatory.
10. You will not do anything that could disable, overburden, or impair the proper working or appearance of Zan, such as a denial of service attack or interference with page rendering or other Zan functionality.
11. You will not facilitate or encourage any violations of this Statement or our policies.

Failure to any to meet any of these commitments could result in the termination of your account.

### **3. Registration and Account Security**

Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on Zan, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.
4. You will not use Zan if you are under 13.
5. You will not use Zan if you are a convicted sex offender.
6. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
7. You will not transfer your account to anyone without first getting our written permission.
8. If you select a username or similar identifier for your account, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

### **4. Protecting Other People's Rights**

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on Zan that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Zan if we believe that it violates this Statement or our policies.
3. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.

4. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
5. You will not use our copyrights or Trademarks or any confusingly similar marks, except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.
7. If you collect information from users, you will: obtain their consent, make it clear you (and not Zan) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on Zan.
9. You will not send email invitations to non-users without their consent.

## **5. Mobile and Other Devices**

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.
2. In the event you change or deactivate your mobile telephone number, you will update your account information on Zan within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on Zan.

## **6. Payments**

If you make a purchase for Zan currency on Zan, you agree to the terms of Stripe's payment policy unless it is stated that other terms apply.

## **7. About Advertisements**

Our goal is to deliver advertising that will be valued by our users and by our advertisers. In order to help us do that, you agree to the following:

1. You give us permission to display your name, profile picture, gender and birthday in connection with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us.

## **8. Special Provisions Applicable to Advertisers**

If you use our self-service advertising creation interfaces for creation, submission and/or delivery of any advertising or other commercial or sponsored activity or content, you

agree to allow us to validate and approve or disapprove it's existence on Zan. Zan may deny your advertisement and content on Zan at our discretion.

## **9. Special Provisions for Software**

1. If you download or use our app, you agree that from time to time, the software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.
2. You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license, or we give you express written permission.

## **10. Amendments**

1. We'll notify you before we make changes to these terms and give you the opportunity to review and comment on the revised terms before continuing to use our Services.
2. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.
3. Your continued use of the Zan Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

## **11. Termination**

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Zan to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time.

## **12. Disputes**

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Zan exclusively in the U.S. or Canada, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims.
2. If anyone brings a claim against us related to your actions, content or information on Zan, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Zan and are not responsible for the content or

information users transmit or share on Zan. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Zan. We are not responsible for the conduct, whether online or offline, of any user of Zan.

3. Our goal is keep Zan as Bug-Free and Sade as possible, but we do ask that you use Zan at your own risk. We are providing Zan as is without any express or implied warranties including, but not limited to, implied warranties of merchantability, fitness for a particular purposes, and non-infringement. We do not guarantee that Zan will always be safe, secure or error-free or that Zan will always function without disruptions, delays or imperfections. Zan is not responsible for the actions, content, information, or data of third parties, and your release us, our directors, officers, employees and agents from any claim and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. If you are a California resident, you waive California civil code §1542. Our aggregate liability arising out of this statement or Zan will not exceed the greater of ONE HUNDRED DOLLARS (\$100) or the amount you have paid us in the past twelve months. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion will be limited to the fullest extent permitted by applicable law.

### **13. Special Provisions Applicable to Users Outside of Canada**

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with Zan outside the United States:

1. You consent to having your personal data transferred to and processed in the Canada.
2. If you are located in a country embargoed by the Canada, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Zan (such as advertising or payments) or operate a Platform application or website. You will not use Zan if you are prohibited from receiving products, services, or software originating from the Canada.

### **14. Definitions**

1. By "Zan" we mean the features and services we make available, including through our Platform; and other media, brands, products, services, software, devices, or networks now existing or later developed. Zan reserves the right to designate, in its sole discretion, that certain of our brands, products, or services are governed by separate terms.
2. By "Platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from Zan or provide data to us.

3. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with Zan.
4. By "content" we mean anything you or other users post, provide or share using Zan.
5. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from Zan or provide to Zan through Platform.
6. By "post" we mean post on Zan or otherwise make available by using Zan.
7. By "use" we mean use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.
9. By "Trademarks" we mean the list of trademarks recognized by Zan.

## **15. Other**

1. This Statement is an agreement between you and ZanQ Inc. References to "us," "we," and "our" mean either ZanQ, Inc.
2. This Statement makes up the entire agreement between the parties regarding Zan, and supersedes any prior agreements.
3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
4. If we fail to enforce any of this Statement, it will not be considered a waiver.
5. Any amendment to or waiver of this Statement must be made in writing and signed by us.
6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
8. Nothing in this Statement shall prevent us from complying with the law.
9. This Statement does not confer any third party beneficiary rights.
10. We reserve all rights not expressly granted to you.
11. You will comply with all applicable laws when using or accessing Zan.