

Terms of Service

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This Agreement constitutes a legal agreement between you ("you" or "User") and Zennya, Inc. ("Zennya" or "us"). This Agreement governs your use of our services and platform that facilitates communications between Users offered through our website located at www.zennya.com, as it may be modified, relocated and/or redirected from time-to-time (the "Site"), and the mobile and web applications offered by us (the "Apps"). Our services, platform, Site and Apps are collectively referred to as the "Zennya Platform".

By accessing, using or registering with the Zennya Platform or any portions thereof, you hereby expressly acknowledge and agree to be bound by the terms and conditions of this Agreement, and any future amendments and additions to this Agreement as we may publish from time to time. Please read this Agreement carefully. If you do not agree to accept and be bound by this Agreement, you must immediately stop using the Zennya Platform. Zennya's acceptance is expressly conditioned upon your assent to this Agreement in its entirety. If this Agreement is considered to be an offer by us, acceptance is expressly limited to this Agreement.

By using the Zennya Platform, you represent and warrant that: (i) you are at least 18 years old, are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts; and (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.

To the extent permitted and except where prohibited by applicable law, these Terms of Use include:

- Your agreement that either party may compel binding arbitration for most types of disputes, and your agreement to submit to an informal dispute resolution process for at least 30 days prior to the initiation of any claim.
- Your agreement that no claims can be adjudicated on a class basis.
- Your agreement that the Zennya Platform is provided "as is" and without warranty.
- Your agreement that the Zennya Platform is solely a communications platform providing a method for Professional Services to be booked, that all Professional Services are performed by third parties, and that Zennya has no liability for any Professional Services or any acts or omissions of third parties.
- Your acknowledgment of and agreement to pay fees that will be applied to each appointment of a Professional Service requested through the Zennya Platform.
- Your acknowledgment of and agreement to Zennya's cancellation policies and cancellation fees.
- Your agreement to release Zennya from liability based on claims relating to Services and otherwise and your agreement to the limitation of time within which a claim can be brought.
- Your agreement to indemnify Zennya from claims due to your use, misuse or inability to use the Zennya Platform, the Products and/or Professional Services, your violation of this Agreement, applicable laws or third party rights, and/or content or information submitted from your account to the Zennya Platform.
- Your consent to any modifications or amendments to this Agreement.
- Your consent to the collection, use, sharing and transfer of your data as outlined in the Privacy Policy as updated from time to time.

1. The Zennya Platform is Solely a Venue for Communications; Background Checks.

a. The Zennya Platform is Solely a Venue for Communications. The Zennya Platform is a communications platform for enabling the connection between individuals seeking to obtain health and wellness services ("Requesters") and/or individuals seeking to provide services ("Professionals"). Requesters and Professionals together are referred to as "Users". Those certain services requested by the Requesters, which are to be completed by the Professionals, are hereinafter referred to as "Professional Services". The Professional Services may include massage services and the delivery of products ("Products"), but shall not be deemed to include the Products itself. Zennya does not itself provide Professional Services. The provision of all Professional Services is up to the Professionals, which may be scheduled through use of the Zennya Platform. ZENNYA, THROUGH THE ZENNYA PLATFORM, OFFERS INFORMATION AND A METHOD TO OBTAIN SUCH PROFESSIONAL SERVICES, BUT DOES NOT AND DOES NOT INTEND TO PROVIDE PROFESSIONAL SERVICES ITSELF OR ACT AS A SPA OR SPA-RELATED SERVICE PROVIDER, AND HAS NO RESPONSIBILITY OR LIABILITY FOR

ANY PROFESSIONAL SERVICES AND/OR PROVIDED TO THE REQUESTER BY PROFESSIONALS, INCLUDING, BUT NOT LIMITED TO, A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY LAW, REGULATION, OR CODE. ZENNYA IS NOT AFFILIATED WITH, ENDORSED OR SPONSORED BY ANY THIRD PARTY PROVIDER OR RETAILER.

b. Background Checks. Zennya checks the backgrounds of Professionals via third party background check services. However, each Requester should exercise caution and common sense to protect its personal safety and property, just as you would when interacting with any person whom you do not know. BY USING THE ZENNYA PLATFORM, THE REQUESTER AGREES TO HOLD ZENNYA FREE FROM THE RESPONSIBILITY FOR ANY LIABILITY OR DAMAGE THAT MIGHT ARISE OUT OF THE PROFESSIONAL SERVICES. ZENNYA IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER INCLUDING PROFESSIONALS, AND WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH ANY PROFESSIONAL SERVICES.

2. Personal Information; User Accounts.

a. Collection of your Personal Information. Some of the materials available on the Zennya Platform may require prior registration to access. If you decide to access such materials, you will be required to register. We may refuse to grant you, and you may not use, a user name, email address or screen name that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. When you complete a registration with us, you will be required to provide certain personal information. You agree that such information will be true, accurate and complete, and that you will update this information promptly when it changes. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if we suspect that your information is untrue or inaccurate, not current, or incomplete, we may, in our sole discretion, suspend or terminate your right to access any material for which registration is required. Any personally identifiable information supplied hereunder will be subject to the terms of the Privacy Policy.

b. Account, Password and Security. You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any username, password and account provided by you or us for accessing the Zennya Platform. You are solely and fully responsible for all activities that occur under your password or account, except that Zennya may, in certain circumstances, access your account to make changes that you request. Zennya has no control over the use of any User's account by the User or third parties and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you must contact us immediately at support@zennya.com. Nothing in this section shall affect Zennya's rights to limit or terminate the use of the Zennya Platform.

c. Proof of Identity. You will provide us with such proof of identity as we may reasonably request from time to time.

d. Text Messages and Phone Calls. By providing your phone number and using the Zennya Platform, you agree that we may, to the extent permitted by applicable law, use your mobile phone number for calls and, if such phone number is a mobile number, for text (SMS) messages, in order to assist with facilitating the requested Professional Services. Standard call or message charges or other charges from your phone carrier may apply to calls or text (SMS) messages we send you. You may opt-out of receiving text (SMS) messages from us by replying with the word "STOP" to a text message from us. You acknowledge that opting out of text (SMS) messages may impact your ability to use the Zennya Platform.

You agree to Zennya's use of a service provider to mask your telephone number when you call or exchange text (SMS) messages using a telephone number provided by Zennya. During this process, Zennya and its service provider will receive in real time and store call data, including the date and time of the call or text (SMS) message, the parties' phone numbers, and the content of the text (SMS) messages. You agree to the masking process described above and to Zennya's use and disclosure of this call data for its legitimate business purposes.

e. Emails. Zennya may send you confirmation and other transactional emails, including email receipts, regarding the Professional Services. Zennya may also send you emails about services that we think might interest you ("**Promotional Emails**"). You can unsubscribe from Promotional Emails at any time by clicking unsubscribe in our email communications or contacting us.

3. Payments; Claims.

a. Payments. Users of the Zennya Platform contract for Professional Services directly with other Users. Zennya is not a party to any contracts for Professional Services. The Zennya Platform facilitates these contracts by supplying a medium through which Requesters can connect with Professionals, and make payments for Professional Services ("**Payments**"). Requesters are obligated to pay in advance for the Professional Services and/or Products they order through the Zennya Platform. We will charge the Requester's credit card according to the amount the Requester has agreed to on the Zennya Platform with respect to all Professional Services and/or Products the Requester

has ordered, and for all purchases and payments for reimbursement costs, fees or expenses associated with a Professional Service, and the Requester hereby authorizes us to charge the credit card on file in the Requester's Zennya Platform account for such amounts. We will use third party services to process credit card information. By accepting this Agreement, you are giving Zennya (or a third-party payment processor on Zennya's behalf) permission to charge your on-file credit card, debit card, or other approved methods of payment for fees that you owe Zennya. Depending on the transaction you selected or services requested, Zennya may charge you on a one-time or recurring basis. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Professional Services must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with Zennya at the prices in effect when such charges are incurred.

We retain the right, in our sole discretion, to place a hold on the Requester's credit card for an ordered or completed Professional Service transaction. Seventy-two (72) hours after a Professional Service is completed, if there is no complaint by the Requester, we will mark the Professional Service as closed. If the Requester has agreed with the Professional to extend or reduce the hours in or to reschedule a requested Professional Service, the Requester bears the responsibility for notifying Zennya. Requesters must notify Zennya either by changing the date or hours of the requested Professional Service through the Zennya Platform or by visiting the Zennya Help Center at support@zennya.com.

All Payments by Requesters must be made through the Zennya Platform. Except for the Refund Policy, as described below, no refunds or credits will be provided once the Requester's credit card has been charged, except that at our sole discretion, refunds or credits may be granted in extenuating circumstances, as a result of specific promotions, or to correct any errors we have made. While we will use commercially reasonable efforts to ensure the security of all credit card and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to hold us harmless for any damages that may result therefrom. Requesters will be liable for all transaction taxes on the Professional Service(s) provided (other than taxes based on Zennya's income).

b. Professional Service Rate. The rate per hour for a Professional Service ("**Professional Service Rate**") depends on several factors, such as the skill required to perform the Professional Service. User agrees and acknowledges that Zennya may increase any Professional Service Rate at any time and in its sole discretion.

c. Losses. User acknowledges and agrees that Zennya is not responsible for:

- losses arising out of acts of nature, including, but not limited to, pollution, earthquakes and weather related events such as hurricanes and tornadoes;
- losses arising out of interruption of business, loss of market, loss of income and/or loss of use;
- losses for property damage and theft exceeding the original value and/or replacement value for such property, less any standard depreciation;
- losses arising from negligence of a Requester or third party;
- losses arising from a manufacturer's or a product's defects;
- losses from pre-existing damages or conditions of the item or property;
- losses arising from flooding and/or water damage including mold, fungi or bacteria;
- losses arising from products containing hazardous or harmful materials, acts of terrorism, product liability, or pollution;
- losses of cash, third party gift cards, and securities;
- losses as a result of theft of property or any other intentional wrongful act by a Professional;
- losses arising from normal wear and tear;
- losses for items that retain their functionality;
- losses based on sentimental and/or undocumented intangible value;
- losses related to repairs outside of the area where the Professional Services were performed;
- losses arising from shipping costs and/or shipping of replacement items and/or taxes incurred in purchasing the original and/or replacement items;
- losses of theft without a valid police report, if requested by Zennya; and losses with insufficient documentation.

d. How do I submit a Claim? First report of a claim must be made 72 after booking occurs. After first report, You will be asked to complete the full claim form within 7 days of receipt. We urge you to read through these terms and conditions prior to submitting a claim. All claims will be reviewed on a case-by-case basis. During Zennya's claims assessment process, You may be required to provide written details of: (i) proof of ownership of damaged/missing item (ii) proof of value of damaged/missing item and (iii) proof of damage or loss. If such information is requested, You will have 30 days from the date of the request to send Zennya the requested information. If You fail to provide the requested information within the 30 day time period and/or fail to contact Zennya to arrange for an extension of time, Your claim will be considered closed. You also agree to: (i) protect and preserve any damaged property that is the basis of a claim from further damage, (ii) assist and allow Zennya or its insurers access to inspect and make copies, photographs and recordings of anything relating to the claim, (iii) accept repairs and/or remediation by a Professional, (iv) accept a replacement only if repairs are proven not to be an option, (v) submit requested materials by the dates outlined by the Zennya resolutions team, and (vi) accept a replacement item subject to the standard depreciation of that item.

If any part of Your claim is approved, then as a condition to any payment to You, You will be required to execute and deliver to Zennya a release agreement and assign to Zennya or its insurer any rights and remedies you may have to recover amounts paid to you with respect to an approved claim from any party that is financially responsible for the approved claims and any rights in any property that is recovered.

4. Term and Termination; Cancellation of Professional Services; Survival.

a. Term. This Agreement shall continue in full force and effect until such time as it is terminated by you or by us.

b. Termination by Zennya. We may terminate this Agreement or terminate or suspend your right to use the Zennya Platform at any time for any or no reason (including, without limitation, in the event that we believe that you have breached this Agreement or any policy posted on the Zennya Platform, or if we otherwise find that you have engaged in inappropriate and/or offensive behavior (collectively, "**Prohibited Conduct**"). Except in the event that we terminate or suspend your right to use the Zennya Platform due to any Prohibited Conduct, we will refund in full any payments for Zennya services or Professional Services that have not been performed or completed. **If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. When terminating your account, Zennya may delete the account and all the information in it. You have no ownership rights to your account.**

c. Termination by You. You may terminate this Agreement by completely and permanently ceasing to use the Zennya Platform (provided that there are no outstanding Professional Services ordered under your password or account) and by closing any account you have opened on the Zennya Platform. If you attempt to terminate this Agreement while there are still outstanding Professional Services ordered under your password or account, this Agreement shall not terminate until such Professional Services have been performed or otherwise canceled as permitted by Zennya.

d. Policy for Service Cancellation by Professional. When a Professional cancels a Professional Service, the Zennya Platform generally notifies the Requester and makes the Requester's Professional Service request available for another Professional to select. However, Zennya cannot guarantee that a canceled Professional Service appointment will be selected by another Professional and rescheduled or that the Professional Service request will be completed.

e. Policy for Service Cancellation by Requestor. Requestor acknowledges and agrees that **if Requester cancels a Professional Service after a Professional has accepted Requester's booking, Zennya may, in its sole discretion, charge a cancellation fee.**

f. Survival. All provisions that should by their nature survive the expiration or termination of this Agreement.

5. Links to and Plug-Ins from Other Web Sites or Media.

Links (such as hyperlinks) from the Zennya Platform to and plug-ins from sites or applications owned, operated or controlled by third parties (collectively, "**Third Party Sites**") do not constitute the endorsement by Zennya of the Third Party Sites or their content. Such links and plug-ins are provided as an information service, for reference and convenience only. Zennya does not control any Third Party Sites, and is not responsible for their content. It is your responsibility to evaluate the content and usefulness of the information obtained from Third Party Sites. The use of any Third Party Site is governed by the terms and conditions of use and privacy policy of that Third Party Site. **YOU ACCESS THIRD PARTY SITES AT YOUR OWN RISK. ZENNYA EXPRESSLY DISCLAIMS ANY LIABILITY ARISING IN CONNECTION WITH YOUR USE AND/OR VIEWING OF ANY THIRD PARTY SITES, AND YOU HEREBY AGREE TO HOLD ZENNYA HARMLESS FROM ANY LIABILITY THAT MAY RESULT FROM THIRD PARTY SITES.**

6. Submission Areas.

The Zennya Platform may contain blogs, message boards, applications, opportunities to provide reviews, job postings, chat areas, news groups, forums, communities and/or other message or communication facilities that allow Users to communicate with other Users and with Zennya (collectively, "**Submission Areas**"). Some areas in the Submission Areas within the Zennya Platform will be public and Zennya will not be responsible for any information or materials posted in such public areas. Zennya may, in its discretion, publicly post submissions you submit to a non-public area of the Zennya Platform. You may only use Submission Areas to send and receive messages and material that are relevant and proper to the applicable forum and that comply with this Agreement. "**Your Information**" is defined as any information and materials you provide to us or other Users in connection with your registration for and use of the Zennya Platform, including without limitation, information and materials that are posted or transmitted for use in Submission Areas. You are solely responsible for Your Information, and we are merely a passive conduit for your online distribution and publication of Your Information. You hereby represent and warrant that Your Information: (a) will comply at all times with this Agreement, including but not limited to Section 7 (Rules for Use of the Zennya Platform) below, and with Section 2 (Personal Information; User Accounts) above; and (b) will not create liability for us or cause us to lose (in whole or in part) the services of our Internet Service Providers (ISPs), customers, or other partners or suppliers. You hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute all of Your Information that is posted to Submission Areas from or through your account on the Zennya Platform, including but not limited to all images, videos, musical works and text included in such postings. The rights you grant in this license are for the limited purpose of operating, promoting, and improving the Zennya Platform. We reserve the right to remove postings from Submission Areas in our sole discretion.

7. Rules for Use of the Zennya Platform.

During the term of this Agreement, Requesters may use the Zennya Platform for your personal use only (or for the use of a person, including a company or other organization that you validly represent). Requesters may use the Zennya Platform to book Professional Services solely with respect to a location where the Requester is legally authorized to have Professional Services performed. Requesters may not use the Zennya Platform for any other purposes or in connection with any commercial endeavors whatsoever without our express prior written consent. Requesters agree that an order for Professional Services is an offer, which is only accepted when the Requester receives a confirmation of the order. Requesters agree to treat Professionals courteously and lawfully, to provide a safe and appropriate working environment for them that is in compliance with all applicable laws and regulations, and to provide reasonable co-operation to Professionals to enable them to supply Professional Services. Requesters agree to communicate any complaints to us and not to the Professionals. Requesters agree to comply with our complaint and other policies designated on the Site. Requesters acknowledge that their selected Professional may be unavailable from time to time, e.g. due to illness, vacation or leaving the Zennya platform. Professionals agree to provide Professional Services in accordance with all applicable laws and regulations and with the Service Agreement. You shall NOT use the Zennya Platform (including but not limited to any Submission Areas) to do any of the following:

- a. Upload files that contain viruses, Trojan horses, corrupted files, or any other similar software that may damage the operation of another's computer.
- b. Upload files that contain software or other material that violates the intellectual property rights or rights of privacy or publicity of any third party.
- c. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including but not limited to our staff and other Users.
- d. Post a review or rating unless such review or rating contains your independent, honest, genuine opinion.
- e. Use the Zennya Platform or any Professional Service for any purpose or in any manner that is in violation of local, state, national, or international law.
- f. Publish, post, upload, distribute or disseminate any profane, defamatory, false, misleading, fraudulent, threatening or unlawful topics, names, materials or information, or any materials, information or content that involve the sale of counterfeit or stolen items.
- g. Advertise or offer to sell any goods or services for any commercial purpose or solicit employment or contract work which is not relevant to services offered through the Zennya Platform. You may not solicit, advertise for, or contact in any form Users for employment, contracting, or any other purpose not related to Professional Services facilitated through the Zennya Platform without express written permission from us.

- h. Use the Zennya Platform to collect usernames and/or email addresses of members by electronic or other means without our express prior written consent.
- i. Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- j. Impersonate another person or allow any other person or entity to use your identification to post or view comments or otherwise use your account.
- k. Post the same note repeatedly (referred to as 'spamming'). Spamming is strictly prohibited.
- l. Download any file posted by another User that you know, or reasonably should know, cannot be legally distributed through the Zennya Platform, or post or upload any content to which you have not obtained any necessary rights or permissions to use accordingly.
- m. Restrict or inhibit any other User from using and enjoying the Zennya Platform.
- n. Imply or state that any statements you make are endorsed by us, without our prior written consent.
- o. Reverse engineer, disassemble, decompile, translate, modify, adapt, license, sublicense, alter, copy, distribute, hack or interfere with the Zennya Platform, its servers or any connected networks, use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the Zennya Platform in any manner, or attempt to do any of the foregoing.
- p. Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by us.
- q. Upload content that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.
- r. Upload content that provides materials or access to materials that are obscene, adult or sexual or that exploit anyone, and in particular people under the age of 18, in an abusive, violent or sexual manner.
- s. Register to use the Zennya Platform under different usernames or identities, after your account has been suspended or terminated.
- t. Mirror or archive any part of the Zennya Platform or any content or material contained on the Zennya Platform without Zennya's written permission.
- u. Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting or providing false or misleading representations in the sender information, subject line, locator, or content of any electronic message.
- v. Alter transmission data without Zennya's consent

8. No Employment.

Zennya provides a software platform which allows you to connect with independent Professionals. Zennya is not the employer of any Professional. You acknowledge that we do not supervise, direct, or control a Professional's work or Professional Services performed in any manner. A Professional provides services to you as an independent contractor, and is not an employee, joint venture, partner, agent, or franchisee of Zennya for any purpose whatsoever.

9. Special Promotions; Gift Cards and Vouchers.

a. Changes to Promotions. We may from time to time provide certain promotional opportunities to Requesters. All promotions will be run at our sole discretion, and can be activated, modified or removed at any time by us without advance notification.

b. Promotional Credit

- i. Promotional credit is only eligible for the specific services designated by Zennya. Promotional credit is valid for a limited time only and expires on the date indicated when you receive the applicable promotional credit. Failure to use promotional credit before such expiration date will result in the forfeiture of promotional credit. Zennya reserves the right to cancel promotional credit at any time. No refunds will be granted for any expired or cancelled promotional credit.
- ii. Zennya promotional credit has no intrinsic value, is not redeemable for cash, has no cash value, and serves merely as a means to recognize and provide an incentive to use the Zennya platform. Promotional credits may not be purchased for cash and Zennya does not sell Promotional credit. Promotional credit is nonrefundable.
- iii. Promotional credits will not be applied against any sales, use, gross receipts or similar transaction based taxes that may be applicable to you, and/or fees or charges for use of any ineligible services.

iv. Your Zennya account will be billed for all fees and charges for use of any ineligible services. Each promotional credit can only be used once and your Zennya account will be billed for all fees and charges for use of any eligible service in excess of the amount of available promotional credit.

v. Promotional Credit you receive is personal to you. You may not sell, license, rent, or otherwise transfer promotional credit. Promotional credit may be applied only to your account, and may not be applied to any other account.

c. Referral Credits. In the event that you are given a code through which you may refer a friend to the Zennya Platform in exchange for a referral credit, you shall not use any online marketing or advertising to promote such code or to artificially increase the amount of credits awarded. By way of example, you may not post, or cause, request or permit a third party to post any such code on a coupon website, nor use any paid search marketing, online advertising, forum posting, newsgroup posting or bulk email to disseminate such code. You may only share such code with your personal friends and acquaintances for legitimate referral purposes, as determined by us in our sole discretion. Zennya referral credits are redeemable only for Professional Service. Zennya referral credits have no cash value and are not redeemable for cash unless otherwise required by law. Without limiting our other rights and remedies, we may terminate such code and/or your account for any breach of this Section. For questions or additional information, contact us at support@zennya.com.

d. Vouchers.

i. Zennya vouchers or promotional codes for special offers or discounts ("**Vouchers**") may be available and can be used to pay in part or in full for Professional Services.

ii. You agree that you will only use one Voucher per person and will use Vouchers in accordance with the Voucher terms and conditions.

iii. You agree that you will comply with all Voucher terms and conditions.

iv. Use of Vouchers is further subject to the below terms and conditions regarding Gift Cards

e. Gift Cards

i. Zennya Gift Cards ("**Gift Cards**") are redeemable only for Professional Services. Gift Cards have no cash value and are not redeemable for cash unless otherwise required by law.

ii. Gift Cards must be presented at the time of purchase and any available balance will be applied to your purchase.

iii. Gift Cards do not expire and there are no inactivity, dormancy or service fees associated with Gift Cards.

iv. You agree that you will comply with all Gift Card terms and conditions.

v. Gift Cards are not replaceable if lost or stolen, and cannot be combined with any other Gift Cards, Vouchers, gift certificates, or other coupons.

vi. Gift Cards cannot be used for previous purchases, credits, or the purchase of Gift Cards, and cannot be used to make a payment towards third party items the balance on a credit card.

vii. We reserve the right to limit quantities of Gift Cards purchased by any person or entity and to cancel a Gift Card if we believe that the Gift Card was obtained through fraudulent or unauthorized means. Specifically, you may not purchase or obtain more than \$10,000 in Gift Card value in any one day regardless of location, whether on a single Gift Card or multiple Gift Cards. Moreover, you may not purchase or obtain any one Gift Card with a value of more than \$2,000 in any one day.

viii. No credit card, credit line, overdraft protection, or deposit account is associated with your Gift Card. Unused Gift Card balances are not transferable, and you may not sell a Gift Card or otherwise barter for its exchange although you may give a Gift Card to someone else as a gift.

ix. A Gift Card is void if copied, altered, transferred, purchased or sold.

x. Purchases of Gift Cards are final and not refundable. All sales are final.

xi. We reserve the right to correct the balance of a Gift Card if we believe that a billing error has occurred, and we disclaim all liability for any such billing errors.

xii. Gift Cards and their use are subject to this Agreement (including the Privacy Policy) and use of a Gift Card constitutes acceptance thereof. Applicable terms and conditions are subject to change without notice. If the laws pertaining to a Gift Card require additional or

different terms and conditions, then such terms and conditions shall apply. For questions or additional information, contact us at support@zennya.com

xiii. In the event you do not use your Gift Card for a certain period of time, we may be required to turn over the remaining Gift Card balance to a state under such state's unclaimed or abandoned property law. Although your Gift Card does not expire, if we are obligated to turn over the remaining balance of your Gift Card under a state's unclaimed property law, by operation of law we will be released from any further liability or obligation with respect to your Gift Card and you may be required to contact the state's unclaimed property administrator to attempt to recover your unused Gift Card balance. To protect your right to continue to use your remaining Gift Card balance, we will make reasonable efforts to exempt your Gift Card from state unclaimed property laws.

10. Intellectual Property Rights.

The Zennya Platform, and the information, data, content and materials, which it contains ("**Zennya Materials**"), are the property of Zennya and/or its affiliates and licensors, excluding User-generated content, which Zennya has a right to use as described below. The Zennya Materials are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws. Zennya and/or its affiliates and licensors are and shall continue to be the sole and exclusive owner of all right, title and interest in and to all intellectual property rights associated with the Zennya Materials. Any use of Zennya Materials, other than as expressly permitted herein, is prohibited without the prior permission of Zennya and/or the relevant right holder. The service marks and trademarks of Zennya, including without limitation, Zennya.com and the Zennya logo, are service marks owned by Zennya. Any other trademarks, service marks, logos and/or trade names appearing on the Zennya Platform are the property of their respective owners. You may not copy or use any of the marks, logos or trade names appearing on the Zennya Platform without the express prior written consent of the owner.

11. Copyright Complaints and Copyright Agent.

Zennya respects the intellectual property of others, and expects Users to do the same. Zennya will respond to properly submitted notices of alleged copyright infringement that comply with applicable law. In the event that a person or entity has a good faith belief that any materials provided on or in connection with the Zennya Platform infringe upon that person's or entity's copyright or other intellectual property right (such person or entity, a "**Complainant**") and sends to Zennya a properly submitted copyright notice as indicated below, Zennya will investigate, and if it determines, in its discretion, that the material is infringing, Zennya will remove the content and may terminate the access of the User who posted such content to the Zennya Platform in the case of repeat infringers. All notices claiming an infringement of copyright rights must contain the following:

- (i) Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the Complainant's ownership of the work, should be included.
- (ii) A statement specifically identifying the location of the infringing material, with enough detail that Zennya may find it on the Zennya Platform. Please note: it is not sufficient to merely provide a top level URL.
- (iii) The complete name, address, telephone number and e-mail address of Complainant.
- (iv) A statement that Complainant has a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
- (v) A statement that the information contained in the notification is accurate, and under the penalty of perjury, Complainant is authorized to act on behalf of the owner of the copyright or other property rights that are allegedly infringed; (vi) A physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property rights that are allegedly being infringed.

Zennya's contact information for notice of alleged copyright infringement is:

Email: support@zennya.com

Or via Mail:

Attn: Copyright Agent

Zennya, Inc.

1822 Page St.

San Francisco, CA 94117

12. The App / Mobile Devices

a. The Zennya Platform may allow you to access our services, download our Apps, upload content to the Zennya Platform, and receive messages on your mobile device (collectively "**Mobile Features**"). Your mobile device carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your mobile device carrier or mobile device. In addition, your mobile device carrier may charge you for standard messaging, data, and other fees to participate in Mobile Features. We have no responsibility or liability for any fees or charges you incur when using the Mobile Features. You should check with your mobile device carrier to find out whether any fees or charges will apply, what plans are available and how much they cost. You should also contact your mobile device carrier with any other questions regarding these issues.

b. You acknowledge that your use of the Apps is subject to any terms set forth in the terms of service of the third party providing the mobile device on which the App operates (e.g., Apple iOS or Android).

c. Zennya is not liable if you do not have a compatible mobile device or if you download the wrong version of an App for your mobile device. Zennya reserves the right to terminate the use of the Apps or any other aspect of the Zennya Platform should you be using the Apps or the Zennya Platform with an incompatible or unauthorized device.

d. App Store Sourced Application.

(i) With respect to Apps accessed through or downloaded from the Apple App Store ("**App Store Sourced Application**"), you will use the App Store Sourced Application only: (i) on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "**Usage Rules**" set forth in the Apple App Store Terms of Service. Zennya reserves all rights in and to the Apps not expressly granted to you under this Agreement.

(ii) You acknowledge and agree that (i) this Agreement is valid between you and Zennya only, and, that Apple is not a party to this Agreement other than as third-party beneficiary as contemplated below, and (ii) Zennya, not Apple, is solely responsible for the App Store Sourced Application and the Zennya Platform Content.

(iii) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services to you with respect to the App Store Sourced Application.

(iv) To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the App Store Sourced Application.

(v) Notwithstanding anything to the contrary herein, and subject to the terms in this Agreement, you acknowledge that, solely as between Apple and Zennya, Zennya and not Apple is responsible for addressing any claims you may have relating to the App Store Sourced Application, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(vi) Further, you agree that if the App Store Sourced Application, or your possession and use of the App Store Sourced Application, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.

(vii) You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement for App Store Sourced Applications, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement for App Store Sourced Applications against you as a third-party beneficiary thereof.

(viii) Without limiting any provisions of this Agreement, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

13. Modifications to the Zennya Platform.

We reserve the right in our sole discretion to review, improve, modify or discontinue, temporarily or permanently, the Zennya Platform or any content or information on the Zennya Platform with or without notice. We will not be liable to any party for any modification or discontinuance of the Zennya Platform.

14. Confidentiality.

The term "**Confidential Information**" shall mean any and all of Zennya's trade secrets, confidential and proprietary information, personal information and all other information and data of Zennya that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. The Zennya Platform contains secured components that are accessible only to those who have been granted a user name and password by Zennya. Information contained within the secure components of the Zennya Platform is confidential and proprietary. You acknowledge that Confidential Information (as hereinafter defined) is a valuable, special and unique asset of Zennya and agree that you will not use Confidential Information other than as necessary for you to make use of the Zennya Platform as expressly permitted by this Agreement and only during the term of this Agreement. You will not disclose or transfer (or seek to induce others to disclose or transfer) any Confidential Information for any purpose. You shall promptly notify Zennya in writing of any circumstances, which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall implement reasonable technical, physical and administrative safeguards to protect Confidential Information from loss or theft, as well as unauthorized access, disclosure, copying, transfer, modification or use. You shall return all originals and any copies of any and all materials containing Confidential Information to Zennya upon termination of this Agreement for any reason whatsoever.

15. Disclaimer of Warranties; Limitation on Liability.

a. USE OF THE ZENNYA PLATFORM IS ENTIRELY AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ZENNYA PLATFORM IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER ZENNYA NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE ZENNYA PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO ANY CONTENT AVAILABLE IN OR THROUGH THE ZENNYA PLATFORM; NOR DO THEY MAKE ANY WARRANTY AS TO ANY PROFESSIONAL'S REGISTRATION, PROFESSIONAL ACCREDITATION OR LICENSE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ZENNYA PLATFORM, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, QUALITY, SUITABILITY, SAFETY, COMPLETENESS OR CONTENT OF THE SERVICES, PROFESSIONAL SERVICES, OR ANY PRODUCTS, CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE ZENNYA PLATFORM OR THIS AGREEMENT. ACCESS TO THE ZENNYA PLATFORM IS PROVIDED FREE OF CHARGE AS A COURTESY. NEITHER ZENNYA NOR ITS AFFILIATES OR LICENSORS ARE RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE ZENNYA PLATFORM (INCLUDING BUT NOT LIMITED TO THE CONDUCT OF ANY REQUESTERS OR PROFESSIONALS). NEITHER ZENNYA NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE ZENNYA PLATFORM IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. ZENNYA AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY INFORMATION, PERSONAL OR OTHERWISE, SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

b. NO LIABILITY. YOU AGREE NOT TO HOLD ZENNYA, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS (COLLECTIVELY, "**MEMBERS**") LIABLE FOR ANY DAMAGES, EXPENSES, LOSSES, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "**LIABILITIES**") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR USE OF OR INABILITY TO USE THE ZENNYA PLATFORM, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT, ACTS OF PHYSICAL VIOLENCE, AND LOSS OR DESTRUCTION OF PERSONAL PROPERTY), SERVICES, ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY ZENNYA OR MEMBERS, AND ANY DESTRUCTION OF YOUR INFORMATION. UNDER NO CIRCUMSTANCES WILL ZENNYA OR MEMBERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE ZENNYA PLATFORM OR ANY SERVICES OR PRODUCTS , EVEN IF SUCH PARTIES WERE OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. ZENNYA AND MEMBERS DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED IN CONNECTION WITH THE ZENNYA PLATFORM, THE PROFESSIONAL SERVICES, THE PRODUCTS OR THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT ZENNYA OR MEMBERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO ZENNYA DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE.

c. RELEASE. ZENNYA AND MEMBERS EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF THE ZENNYA PLATFORM. THE ZENNYA PLATFORM IS ONLY A VENUE FOR CONNECTING USERS. TO THE EXTENT THAT THE ZENNYA PLATFORM CONNECTS A USER TO A THIRD PARTY PROVIDER FOR THE PURPOSES OF PROVIDING PRODUCTS HEREUNDER, ZENNYA WILL NOT BE RESPONSIBLE FOR ASSESSING THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY PROVIDERS AND YOU EXPRESSLY WAIVE AND RELEASE ZENNYA FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY SERVICE PROVIDER. BECAUSE ZENNYA IS NOT INVOLVED IN THE ACTUAL CONTACT BETWEEN USERS OR IN THE COMPLETION OF ANY PROFESSIONAL SERVICE, IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE ZENNYA AND MEMBERS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES (ACTUAL, DIRECT OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

d. ADDITIONAL DISCLAIMER. THE QUALITY OF THE PROFESSIONAL SERVICES AND/OR THE PRODUCTS SCHEDULED OR REQUESTED THROUGH THE USE OF THE ZENNYA PLATFORM IS ENTIRELY THE RESPONSIBILITY OF THE PROFESSIONAL WHO ULTIMATELY PROVIDES SUCH PROFESSIONAL SERVICES TO YOU AND/OR THE THIRD PARTY PRODUCTS PROVIDER. YOU UNDERSTAND, THEREFORE, THAT BY USING THE ZENNYA PLATFORM, YOU MAY BE EXPOSED TO PROFESSIONAL SERVICES AND/OR PRODUCTS THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE ZENNYA PLATFORM, AND SUCH PROFESSIONAL, AT YOUR OWN RISK.

NOTHING IN THIS AGREEMENT OR THE ZENNYA PLATFORM CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND. IF YOU REQUIRE ADVICE IN RELATION TO ANY LEGAL, FINANCIAL OR MEDICAL MATTER YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL.

BY USING THE ZENNYA PLATFORM, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT ARE REASONABLE. IF YOU DO NOT BELIEVE THEY ARE REASONABLE, YOU MUST NOT USE THE ZENNYA PLATFORM.

YOU ACCEPT THAT, AS A CORPORATION, ZENNYA HAS AN INTEREST IN LIMITING THE PERSONAL LIABILITY OF ITS OFFICERS, DIRECTORS AND EMPLOYEES. YOU AGREE THAT YOU WILL NOT BRING ANY CLAIM PERSONALLY AGAINST ZENNYA'S OFFICERS, DIRECTORS OR EMPLOYEES IN CONNECTION WITH ANY DISPUTE, LOSS OR DAMAGE. WITHOUT PREJUDICE TO THE FOREGOING, YOU AGREE THAT THE LIMITATIONS OF WARRANTIES AND LIABILITY SET OUT IN THIS AGREEMENT WILL PROTECT THE ZENNYA'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS AND SUB-CONTRACTORS AS WELL AS ZENNYA.

EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS ENTERED INTO THIS AGREEMENT RELYING ON THE LIMITATIONS OF LIABILITY STATED HEREIN AND THAT THOSE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

16. Indemnification. You hereby agree to indemnify, defend, and hold harmless Zennya, its licensors, and each such party's directors, officers, parent organizations, subsidiaries, affiliates, members, employees, agents, attorneys, independent contractors and vendors from and against any and all claims, losses, expenses, liabilities, damages or demands (including attorneys' fees and costs incurred), in connection with or resulting from, directly or indirectly: (i) your use or misuse of or inability to use the Zennya Platform, any Products and/or any Professional Service, (ii) your violation of this Agreement, (iii) your violation of any applicable law or regulation; (iv) your violation of the rights of another (including but not limited to Professionals), and (v) Your Information and content that you submit or transmit through the Zennya Platform. Zennya reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any such claim or matter without the prior written consent of Zennya.

17. Mutual Arbitration Agreement.

a. Informal Negotiations. To expedite resolution and reduce the cost of any dispute, controversy or claim, past, present, or future, between you and Zennya, including without limitation any dispute or claim related to or arising out of this Agreement ("**Dispute**"), you and Zennya

may attempt to negotiate any Dispute informally (the "**Informal Negotiations**") before initiating any arbitration or court proceeding. Such Informal Negotiations will commence upon written notice. Your address for any notices under this section is your email address and/or physical address that you have provided to Zennya. Zennya's address for such notices is: support@zennya.com and/or by mail to Zennya, Inc., Attn: Legal, 1822 Page St., San Francisco, CA, 94117.

b. Arbitration. If a Dispute is not resolved through Informal Negotiations, you and Zennya agree to resolve any and all Disputes (except those Disputes expressly excluded below) through final and binding arbitration ("**Arbitration Agreement**"). This Arbitration Agreement shall be governed by the applicable laws and evidences a transaction involving commerce. The arbitration will be commenced and conducted before a single arbitrator. Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. The arbitrator will make a decision in writing. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement. However, the preceding sentence shall not apply to the "Class Action Waiver" described in Section d below.

c. Excluded Disputes. You and Zennya agree that the following Disputes are excluded from this Arbitration Agreement: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any of your or our intellectual property rights; (2) individual claims in small claims court; (3) any claim that an applicable federal statute expressly states cannot be arbitrated; and (4) any claim for injunctive relief.

d. WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION.

You and Zennya agree to bring any Dispute in arbitration on an individual basis only, and not as a class or collective action. There will be no right or authority for any Dispute to be brought, heard or arbitrated as a class or collective action ("**Class Action Waiver**"). Regardless of anything else in this Arbitration Agreement and/or the applicable AAA Rules or AAA Consumer Rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator.

e. Rules/Standards Governing Arbitration Proceeding. A party who wishes to arbitrate a Dispute covered by this Arbitration Agreement must initiate an arbitration proceeding no later than the expiration of the statute of limitations that applicable law prescribes for the claim asserted. The arbitrator shall apply the statute of limitations that would have applied if the Dispute had been brought in court. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity, and no remedies that otherwise would be available to an individual under applicable law will be forfeited. The arbitrator is without authority to apply any different substantive law. The parties have the right to conduct adequate civil discovery and present witnesses and evidence as needed to present their cases and defenses, and any dispute in this regard shall be decided by the arbitrator. The location of the arbitration proceeding shall take place in the city or county where you reside, unless each party agrees otherwise. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award.

f. Severability. You and Zennya agree that if any portion of this section entitled "**Mutual Arbitration Agreement**" is found illegal or unenforceable, that portion will be severed and the remainder of this section 18 will be given full force and effect.

18. Governing Law; Jurisdiction. Except for the Arbitration Agreement in Section 18, this Agreement is governed and interpreted pursuant to the laws of the State of California, United States of America, notwithstanding any principles of conflicts of law. For all Disputes not subject to arbitration, You agree to submit to the personal and exclusive jurisdiction and venue of the courts located within San Francisco, California.

19. Assignment. This Agreement may not be assigned or transferred by you without our prior written approval. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (i) to a parent or subsidiary, (ii) to an acquirer of assets, or (iii) to any other successor or acquirer. Any assignment in violation of this section shall be null and void. This Agreement shall inure to the benefit of permitted successors and assigns.

20. General Provisions. No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement. A failure by us to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and Zennya with respect to its subject matter. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions will remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement. You agree that regardless of any statute or law to the contrary, any Dispute, claim or cause of action arising out of or related to this Agreement must be filed within one (1) year after such Dispute, claim or cause of action arose or be forever barred. All notices provided by a party in connection with this Agreement will be deemed given as of the day they are received either

by email, messenger, delivery service, or in the U.S. Mail, postage prepaid, certified or registered, return receipt requested, and addressed as follows: Your address for such notices is your email address and/or physical address that you have provided to Zennya. Zennya's address for such notices is: support@zennya.com and/or by mail to Zennya, Inc., Attn: Legal, 1822 Page St., California, CA 94117. The captions in this Agreement are solely for convenience and shall not affect the interpretation of this Agreement. This Agreement shall not be modified except in writing signed by both parties or by means of a new posting by Zennya, as described below. This Agreement shall be interpreted as if jointly drafted by the parties. Zennya shall have no liability to you for any failure or delay in performing its obligations in this Agreement where such failure or delay is caused by an event or circumstance beyond Zennya's reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, failure of Professionals to perform, flood, fire, explosion, acts of terrorism or accident.

21. Changes to this Agreement. We reserve the right, at our sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement at any time, effective with or without prior notice. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Zennya Platform. Your continued use of the Zennya Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes.

22. Severability. These Terms shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

23. Contact Information. If you have any questions regarding this Agreement, please contact us at support@zennya.com.