

Zelf TERMS OF SERVICE

Last Updated: October 10th, 2021

These Terms of Service (these “**Terms**” or the “**Agreement**”) apply to all websites, software, applications, content, and products, including www.zelflive.com and any related mobile applications (collectively, the “**Site**”) provided by ZELF Technologies, Inc. and any affiliates (“**ZELF**”, “**we**”, “**us**” or “**our**”) and all services provided by us in connection with such Sites or otherwise, to you, whether individually or on behalf of any entity you represent (“**User**”, “**Users**”, “**you**” or “**your**”), as well as functionality or services we may choose to provide through some other mechanism, including without limitation, tools, widgets, subscription products or services, software, API(s), and browser plugins or extensions (collectively, the “**Services**”). These Terms govern your use of the Services.

PLEASE READ THESE TERMS CAREFULLY BECAUSE THIS AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU (OR THE ENTITY YOU REPRESENT) AND ZELF. IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT, PLEASE DO NOT ACCESS OR USE THE SERVICES. BY ACCESSING, UPLOADING INFORMATION TO, OR OTHERWISE USING THE SERVICES, YOU AGREE (1) TO BE BOUND BY THIS AGREEMENT (INCLUDING ANY ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN OR AVAILABLE BY HYPERLINK); (2) YOU ARE AT LEAST 18 YEARS OLD, AN EMANCIPATED MINOR, OR POSSESS LEGAL PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THIS AGREEMENT; (3) YOU HAVE NOT PREVIOUSLY BEEN SUSPENDED OR REMOVED FROM THE SERVICES; (4) YOU HAVE READ, UNDERSTAND, AND ACCEPT THESE TERMS; AND (5) YOU WILL NOT USE THE SERVICES, DIRECTLY OR INDIRECTLY FOR ANY FRAUDULENT UNDERTAKINGS IN ANY MANNER AND YOUR USE OF THE SERVICES WILL BE IN COMPLIANCE WITH THESE TERMS. THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES, WHICH (I) REQUIRES THAT YOU AND ZELF ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT; AND (II) LIMITS CLASS ACTION CLAIMS, UNLESS YOU OPT OUT OF ARBITRATION AS DESCRIBED IN THE ARBITRATION SECTION.

You can terminate your use of the Services at any time. However, you will be responsible for any and all charges and activity accrued prior to your Services termination date, and those obligations will survive your termination of the Services.

SECTION 1 - CHANGES TO THESE TERMS

We may modify this Agreement and our Privacy Policy (each, an “**Update**”) at any time and in our sole discretion upon notice to you, and such Updates will be effective immediately. If we make Updates to this Agreement, we will change the “Last Updated” date above, which shall constitute notice to you. Your continued use of the Services is deemed to confirm your acceptance of the Update. We encourage you to frequently review this Agreement and our Privacy Policy to ensure you understand the latest terms and conditions associated with use of the Services. If you do not agree to the Update, you must discontinue using the Services.

SECTION 2 - ZELF SERVICES

2.1 Definitions. For purposes of this Agreement, a “**Brand**” is a third party provider, manufacturer, or seller, or merchant of certain retail products (“**Products**”) that are available for purchase via our Services (a “**Purchase**”). To the extent you use our Services as a purchaser or consumer to Purchase Products, you are a “**Consumer**” hereunder. If you are an operator of a personal website, blog, and/or social media profile or other content platform (collectively, “**Content**”) using our Services to allow Consumers to Purchase Products on your Content, you are referred to in these Terms as an “**Influencer**.”

2.2 Zelf’s Services. Zelf allows Consumers to Purchase Products more easily from Influencer Content, while still Purchasing those Products from Brands - just through an easier interface. When you Purchase Products from Brands through the Services, **YOU ARE PURCHASING PRODUCTS FROM BRANDS DIRECTLY - ZELF IS ONLY A FACILITATOR OF YOUR PURCHASE AND THE RESULTING TRANSACTION, AND IS NOT RESPONSIBLE IN ANY WAY FOR THE PRODUCTS**, including without limitation, their quality, safety, nor for any warranty or Product information provided by Brands. **PLEASE BE AWARE THAT YOU ARE PURCHASING SUCH PRODUCTS FROM THE BRAND DIRECTLY, AND ZELF IS NOT A PARTY TO ANY SUCH TRANSACTIONS.** ZELF is also not responsible for fulfillment and delivery of the Products. You acknowledge and agree that ZELF does not itself manufacture or sell Products, and has no responsibility or liability for the acts or omissions of any Brand or of any Influencer. The applicable Brand is the retailer, and the Services offered by ZELF under this Agreement do not include any retail services. ZELF does not assess or guarantee the suitability or legality of any Products, Brand, or any information or content from any Influencer.

2.3 Purchasing a Product. When you Purchase a Product through the Services, ZELF will facilitate the Purchase on your behalf, including making the Purchase that you direct us to make from the Brand. When you direct us to make a Purchase, we will make the Purchase in your name, using your contact information. To do so, we will share your Account information and other personal information, including contact information, with the applicable Brand as necessary to facilitate the Purchase. ZELF has no control over how Brands will use your information, which use may include sending you marketing communications. We encourage you to review each Brand's privacy policy and all other applicable terms, including terms of sale, return policies, etc., prior to making a Purchase from any Brand. If you do want us to share your information with a certain Brand, do not Purchase any Products from that Brand.

To facilitate Purchases that you direct us to make, we will also facilitate payment for the Products that you are Purchasing, and by completing a Purchase, you are authorizing us to do so. You further acknowledge that you are responsible for all taxes, shipping costs, and all other fees associated with your Purchase, and you agree that we may charge such taxes, costs, and fees to your payment method in connection with your Purchase. You also give us permission to take additional steps necessary to complete Purchases that you direct us to make, including without limitation, permission to communicate with Brands to facilitate your Purchase, correct or remedy issues in connection with the Purchase, and for similar and related purposes.

You agree that ZELF does not hold title to or acquire any ownership interest in any Products that you Purchase through the Services.

Zelf reserves the right to refuse or cancel any Purchase for any reason in its sole discretion. In any such cases, you will not be charged (or you will be refunded all fees paid, unless such cancellation is due to your violation of this Agreement, in which case we may retain fees to cover any costs that we incur).

Zelf may conduct research and statistical analyses of Purchases made through the Services as well as Users' use of the Services for purposes of management and administration, improving our Services, and for other internal business purposes.

2.4 Product Pricing. Product pricing is determined and set by Brands, not by ZELF, and ZELF shall have no responsibility for Product pricing. For certain Purchases, the subtotals shown at checkout are estimates that may be higher or lower depending on the final totals from Brands. In those situations, ZELF reserves the right to charge your payment method the final price after checkout. You are liable for all transaction taxes on Purchases (other than taxes based on ZELF's income). In rare cases where the charge to your payment method incorrectly differs from the total amount, including subtotal, and fees displayed to you at checkout, ZELF may in its discretion either (i) make an additional charge to your payment method after the initial charge so that the total amount charged is consistent with the total amount displayed to you at checkout; or (ii) to cancel the Purchase. All payments will be processed by ZELF or its payments processor, using the preferred payment method that you have selected or have on file with us. If your payment details change, your card provider may provide us with updated card details. We may use these new details or details from other cards on file in order to help prevent any interruption to your use of the Services. If you would like to use a different payment method or if there is a change in payment method, please update your billing information.

2.5 Returns. Returns for Products are subject to the return policies of the applicable Brand. Please read each Brand return policy carefully before making a Purchase. If you would like to return a Product, you must return the Product to the Brand, not to ZELF, in accordance with Brand's return policy. ZELF cannot and does not handle or otherwise process Product returns, and has no responsibility or liability for Product returns other than managing the return of any applicable Product fees to you once the Brand has released those funds to ZELF. Please note that you will not receive a refund for returned Products until the applicable Brand has released the applicable funds to ZELF. ZELF typically refunds fees to Consumers within ten (10) days of the Brand releasing the applicable funds to ZELF, but delays may occur. Please note that if a Product is marked as "final sale", either by Zelf or by the Brand, that Product cannot be returned.

2.6 Convenience Fees. We may charge a convenience fee to Consumers for the use of our Services to make purchases. In those cases, we will provide you with notice of the applicable convenience fees prior to your purchase. If you do not agree to those convenience fees, do not complete the purchase. Your completion of a purchase after we have provided you with notice of the convenience fees shall constitute your acceptance of the convenience fees, and you give us permission to charge your payment method for such fees.

2.7 Processing Fees. Purchases may be subject to transaction fees, which are typically calculated as a percentage of the total Purchase price. We will always display these fees to you before we charge them. Such transaction fees will be calculated at Purchase checkout and displayed to you. If you do not agree to such transaction fees, do not complete the Purchase. Your completion of the Purchase after we have provided you with notice of the transaction fees applicable to that Purchase shall constitute your acceptance of the convenience fees, and you give us permission to charge your payment method for such fees.

2.8 Intellectual Property. We and our licensors own and retain all proprietary rights in the Services, and in all content, trademarks, trade names, service marks and all other elements (whether written or otherwise) related thereto (collectively, the “**Materials**”). You agree to not directly or indirectly sell, copy, modify, transmit, license, publish, create any derivative works from, make use of, reproduce in any way or otherwise make unauthorized use of the Materials, without first obtaining our prior written consent. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any Materials. Additionally, other content, trademarks, tradenames, service marks and other elements (whether written or otherwise) that may appear on the Services, including from Brands, are the property of their respective owners. You agree to not directly or indirectly sell, copy, modify, transmit, license, publish, create any derivative works from, make use of, reproduce in any way or otherwise make unauthorized use of the same, and further agree to not remove, obscure or otherwise alter any proprietary notices appearing thereon.

2.9 License. Subject to your compliance with these Terms, ZELF grants you a limited, non-exclusive license to access and use the Services using a supported web browser or mobile device solely in accordance with these Terms. This license is personal to you and may not be assigned or sublicensed to anyone else. You agree not to use the Services for any other purpose. All rights not expressly granted by ZELF are reserved.

2.10 Changes to Services. The Services are evolving and may change over time. ZELF, its affiliates, and its licensors reserve the right to change, suspend, remove, or disable access to the Services or other materials comprising any part of the Services at any time without notice. You agree that ZELF may suspend or terminate your use of the Services or any portion thereof at any time, for any or no reason. ZELF may also impose limits on use of or access to certain features or portions of the Services without notice or liability. You agree that ZELF shall not be liable to you or to any third party for any modification, price change, suspension or termination of the Services. Additionally, you acknowledge that certain features or functionality in the Services is made available by Brands and Influencers, and ZELF has no control or responsibility for such features or functionality, nor for any modification, termination or unavailability of such features or functionality.

2.11 Requirements. Use of the Services requires compatible devices, internet access, and certain software; may require periodic updates; and may be affected by the performance of these factors. To embed our Services in Content, you must follow the Influencer guidelines as set forth on our website or provided to you by Zelf. High-speed internet access is also strongly recommended. The latest version of required software is recommended to access the Services and may be required for certain features. You agree that meeting these requirements, which may change from time to time, is your responsibility. Although the Services may allow you to purchase Products with the applicable Brand, no purchase or acquisition of such Products shall be construed to represent or guarantee you access to the Services or any features thereon.

2.12 Feedback. You may provide feedback, ideas and suggestions to ZELF (collectively, “**Suggestions**”). If you provide any Suggestions, you agree that: (i) your Suggestion(s) become our property and you are not owed any compensation in exchange; (ii) none of the Suggestion(s) contain confidential or proprietary information of any third party; (iii) we may use or redistribute Suggestion(s) for any purpose and in any way; (iv) there is no obligation for us to review your Suggestion(s); and (v) we have no obligation to keep any Suggestions confidential.

2.13 Copyright/DMCA. ZELF respects the intellectual property of others, and we ask our users to do the same. Each user is responsible for ensuring that their User Submissions (as defined below) do not infringe any third-party copyright or other intellectual property rights.

If properly notified that any materials infringe a third party’s copyright, ZELF will promptly remove such materials from the ZELF Site in accordance with the U.S. Digital Millennium Copyright Act (“DMCA”) or equivalent laws which are applicable in other

jurisdictions. In addition, ZELF may, when appropriate, terminate the accounts of repeat copyright infringers.

Filing a DMCA (or equivalent legal notice), to Remove Copyrighted Content – for Copyright Holders:

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with a written notice containing the following information:

- Your name, address, telephone number, and email address.
- A description of the copyrighted work that you claim has been infringed.
- A description of where on the ZELF Site the material that you claim is infringing may be found, sufficient for ZELF to locate the material (e.g., the URL).
- A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law.
- A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- Your electronic or physical signature.

You may submit this information, or any counternotice, via email, with the subject line "Copyright Notices" to DMCA@zeflive.com, or via mail to the address below.

ZELF TECHNOLOGIES INC.
ATTN: COPYRIGHT AGENT
16 EAST 18TH ST, FL 5
NEW YORK, NY 10003

ZELF may disclose any communications concerning DMCA or other applicable copyright notices or other intellectual property complaints with third parties, including the users who have posted the allegedly infringing material.

If you have questions about the legal requirements of a DMCA notice, please contact an attorney or see Section 512(c)(3) of the U.S. Copyright Act, 17 U.S.C. § 512(c)(3), for more information. If you have questions about the legal requirements of a DMCA counter-notification, please contact an attorney or see Section 512(g)(3) of the U.S. Copyright Act, 17 U.S.C. § 512(g)(3), for more information.

SECTION 3 - YOUR SUBMISSIONS AND PRIVACY

3.1 You are responsible for: (a) all of your User Submissions (as discussed and described below), and (b) making sure that you have all the rights you need to your User Submissions. In addition, you represent and warrant that your User Submissions will not violate any law, the rights of any third party, or these Terms, including, but not limited to Section 10 "Prohibited Uses" hereof. Without limiting the foregoing, you represent to ZELF that you have sufficient rights in and to (whether by ownership or by written license from the content owner) your User Submissions through the Services, including corporate logos and other trademarked or proprietary material or designs that you provide.

3.2 *User Submissions.* You may be able to submit or post certain specific submissions to us, Influencers, or third parties through the Services, including, but not limited to, testimonials, endorsements (including those relating to the Products), content, comments, questions, opinions, feedback, ideas, Suggestions or other materials (collectively, "**User Submissions**"). ZELF reserves the right (but not the obligation) to remove or edit such User Submissions, at its sole discretion. You agree that ZELF has no obligation (1) to maintain any User Submission in confidence; (2) to pay compensation for any User Submission; or (3) to respond to any User Submission. You agree not to use false contact details, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any User Submission.

You own any User Submission you submit to us or post on the Services. If you do supply a User Submission as part of the Services, you automatically grant to ZELF, the applicable third party to whom such User Submission relates (if applicable), its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, transferable, sub-licensable, fully paid-up, worldwide right and license to use, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media, including, without limitation, in connection with advertising our Services.

You understand and agree that we may share any User Submission relating to a Product with the applicable Brand, Influencers, as well as other third parties. You further agree that any User Submission you post may be viewed by other Users and may be viewed by any person visiting or participating in the Services, or the public in general. Although you may be able to remove your User Submission in some cases by specifically deleting it, in certain instances, some of your User Submission may not be completely removed and copies of your User Submission may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Submissions.

3.3 Reserved.

3.4 Personal Location Data: When you use our Services we may collect location information from your device. If you would like to opt out of having this information collected, you can disable location access through the Settings menu on your mobile device, however, please note that even if you disable location access, we still may collect your IP address, which may contain certain limited location information.

3.5 Electronic Communications. When you use parts of the Services or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on our Site or through the other Services. 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 and are effective immediately.

SECTION 4 - BRAND PRODUCTS AND CONTENT

4.1 Products. You acknowledge and agree that Products that you purchase through the Services are products of third-party Brands, not of ZELF. You agree that ZELF is not responsible or liable in any way for such Products or for any related information, services, features, or functions related to such Products, including but not limited to accuracy of any such information. Any use by you of Products or related information, services, features, or functions provided by Brands through our Services or otherwise is entirely at your own risk and discretion. If you have any issue or problem with a Product, any associated warranty, or need support related to a Product, you must contact the Product Brand, and not ZELF, as described in Section 2.5 above. You acknowledge and agree that Brands are solely responsible for the Products, and that ZELF is not and shall not be responsible in any manner for such Products.

4.2 Content. You acknowledge and agree that ZELF is not responsible or liable in any way for any Content or for any related materials, information, services, features, or functions related to such Content or from Influencers, including but not limited to accuracy of any such information. Any use by you of Content or related information, services, features, or functions provided by Influencers through our Services or otherwise is entirely at your own risk and discretion. If you have any issue or problem with Content or Influencer, you must contact the Influencer, and not ZELF. Your use of Content is governed by the terms and conditions and privacy policies of that Content, and not by these Terms. We encourage you to carefully review such terms and conditions and privacy policies prior to using any Content.

4.2 Availability; Limitations or Refusals. We do not guarantee the availability of any Product from a Brand, even if our Services indicate that a particular Product is available. If a Product becomes unavailable from the Brand after your Purchase, we will provide you with a refund for all Product(s) that are unavailable, including a full refund of any and all fees. All descriptions of Products and Product pricing are from Brands's websites and ZELF is not responsible therefor. Such descriptions and pricing are subject to change at any time without notice, and we do not provide price protection or refunds in the event of a price reduction or promotional offering. Any offer for any Product made on the Services is void where prohibited.

SECTION 5 - ADDITIONAL TERMS FOR INFLUENCERS

5.1 Approval. Use of the Services as an Influencer is subject to our review and approval in our sole and absolute discretion. If approved, your use of our Services will be subject to your specific agreement and terms with ZELF, in addition to these Terms.

5.2 Affiliate Links. In order to use our Services as an Influencer, you must provide us with your affiliate links and/or discount codes, and must keep such links and codes accurate and up to date at all times. We are not responsible for any errors or issues caused by your failure to provide accurate and up to date affiliate links and/or discount codes. You represent and warrant that you, and not ZELF, is solely responsible for compliance with all affiliate programs of the Brands that you promote or otherwise feature on your Content and in connection with your use of the Services, and you further represent and warrant that you have a formal and approved affiliate relationship with such Brands, or otherwise have permission from those Brands to promote or otherwise feature such Brands on your Content and in connection with your use of the Services.

5.3 Acknowledgement. You acknowledge and agree that ZELF is not responsible in any way for the conduct, acts, or omissions of Brands or of Consumers, including without limitation, any failure of a Brand to pay any affiliate fee or payment to you in connection with Purchases made in connection with the Services. ZELF is not responsible for any failures of Brands to facilitate purchases, for internet or other connectivity issues, or for internet traffic issues. You, as the Influencer, and not ZELF, shall be responsible for ensuring that any technical code or API connection that we provide is integrated into or connected to your Content. ZELF makes no guarantees and takes no responsibility for any failure of technical code or API connections to integrate or connection with your Content. Your sole and exclusive remedy for any such failures is to stop using the Services.

5.4 Additional Terms. You represent, warrant, and covenant that:

- You will not link to, and your Content will not include, any Products, services, information, or materials that are illegal
- ZELF may use your name, likeness, Content name and handle (i) to state publicly that you are a User of the Services and to publish a brief description of your use of the Services in marketing or promotional materials.
- ZELF may link to any public content or material that you publicly post (on your Content or otherwise) that includes or references ZELF, the Services, or any of ZELF's other products and services. You also grant to ZELF an irrevocable, perpetual, non-exclusive, transferable, sub-licensable, fully paid-up, worldwide right and license to use, reproduce, publish, translate, create derivative works from, distribute, and display such content and material throughout the world in any media, including, without limitation, in connection with advertising our Services.

SECTION 6 - ACCOUNT INFORMATION

You may be required to create an account to access certain Services, which will require you to provide us with certain personal information, which may include your name and email address, other contact information, and in some cases, payment information ("**Account**"). Even if you do not create an account with us, we may use the information that you provide to us, such as your contact information, for all the purposes that we use Account information, which may also include sending you updates about ZELF, our Services, and those of third parties that we think you may be interested in. If you are using our Services as an Influencer, we may require you to provide additional information such as your affiliate link(s) and discount code(s), as discussed in Section 5 above. Account information will be held and used in accordance with our Privacy Policy and relevant "just-in-time" notices, if any, provided at the point of information collection or use. In order to create your Account you will be required to set a password. You agree that you are responsible for keeping your password confidential and secure, and further understand that you are solely responsible and liable for any activities that occur under your Account. We will assume that if your login or payment method are used to access the Services, the User has the legal authority to use such login or payment method. You must provide accurate and complete information in response to our questions and you are solely responsible for keeping that information current. You agree not to share your account or login information, let anyone else access your Account, or do anything else that might jeopardize the security of your Account. In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the login information, you must immediately notify us and modify your login information. You are responsible for ensuring that all persons who access our Services through your internet connection are aware of these Terms and that they comply with them.

You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, another person's name or likeness or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide, including contact information for a parent or

guardian.

To the extent you are required to submit payment information to us for your use of the Services, we may use a third party payment processing service to process such information and facilitate the applicable payments. By submitting your payment account information, you grant us the right to store and process your information with the third party payment service and agree that we will not be responsible for any failures of the third party to adequately protect such information. The processing of payments will be subject to the terms, conditions and privacy policies of such third party payment service in addition to this Agreement. You agree to provide current, complete and accurate purchase and account information for all Purchases made through our Services. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. You agree to pay all fees and applicable taxes incurred by you or anyone using an account registered to you.

SECTION 7 - THIRD PARTY LINKS

7.1 Links. Certain content, Products and services available via our Services may include materials from third parties, including Brands, Influencers, and other Users. Third party links on the Services may direct you to third party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any Content or any other third party materials or websites, or for any other materials, products, or services of third parties, including Brands, Influencers and other Users. The linked sites are not under our control, and we are not responsible for the content available on any websites linked to the Services or for any loss or damage that may arise from your use of them.

SECTION 8 - ERRORS, INACCURACIES, AND OMISSIONS

We are not responsible if information made available on our Services, including any information from Brands, Influencers, other Users, and information relating to Products or appear on Content, is not accurate, complete, or current. The material on our Services is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information, such as from Brands directly. Occasionally there may be information on the Services that contains typographical errors, inaccuracies or omissions that may relate to Product descriptions, pricing, warranty information, care instructions, promotions, offers, Product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel Purchases if any information in the Services or on any related website is inaccurate at any time without prior notice.

SECTION 9 - GEOGRAPHIC RESTRICTIONS

Our Services are hosted from and are based in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with all local laws. Also note that Purchases may not be permitted from outside the United States.

SECTION 10 - PROHIBITED USES; CONTENT STANDARDS

9.1 Prohibited Uses. In addition to other prohibitions as set forth in these Terms, you are prohibited from using the Services, the Site or its content: (a) for any unlawful or fraudulent purpose; (b) to solicit others to perform or participate in any unlawful or fraudulent acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; (k) to interfere with or circumvent the security features of the Services or any related website, other websites, or the internet; (l) to data mine or extract data using robots or similar gather or extracting tools; (m) through automated means; (n) to co-brand with, or otherwise imply any relationship or endorsement of, ZELF, any

Influencer, Brand, Content, or other User (unless you have permission to do so); or (o) to post or transmit any photograph or likeness of another person without that person's consent, if and to the extent necessary under applicable laws.

You are also prohibited from using any i-frames, webpage frames, or any similar framing, to enclose, capture or distribute any part of the Services. You are further prohibited from using, display, sharing, and distributing API keys or codes associated with the Services without the express written authorization of ZELF in each instance.

9.2 Content Standards. These content standards apply to any and all User Submissions and for Influencers, all Content. User Submissions and Content must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Submissions and Content must not:

- Contain any material which is defamatory, obscene, indecent, abusive, sexual, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.
- Be likely to deceive any person.
- Contain any personal information such as contact information or social media handles that you do not have permission to provide.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Contain any medical advice, or give the impression that it contains medical advice.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Promote any third party organization or business that competes with ZELF or our Services.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising that do not comply with all applicable law.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

We reserve the right to terminate your use of the Services or any related website for violating this Section 10. Without prejudice to our other rights or remedies, we reserve the right to take legal proceedings against you for reimbursement of all costs or losses (on an indemnity basis) resulting from your breach of this Section 10, and to disclose such information to law enforcement agencies as we reasonably believe is necessary.

SECTION 11 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; RELEASE

IF YOU ARE NOT SATISFIED WITH THE SERVICES, YOUR SOLE REMEDY IS TO CEASE USING THE SERVICES. In any case, you will be responsible for any and all charges and activity accrued prior to your Services termination date, and those obligations will survive your termination of the Services.

10.1 Disclaimer of Warranties. THE SERVICES, INCLUDING ANY PRODUCTS AND INFORMATION ABOUT SUCH PRODUCTS, AND INFORMATION FROM BRANDS, INFLUENCERS, CONTENT, AND OTHER USERS, ARE MADE AVAILABLE "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. ZELF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, BRANDABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. ZELF DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

As between you and us, you assume all risk of harm or injury resulting from your use of any Products and your Purchases and interactions with Brands, Influencers, and other Users. We do not assume any obligation or liability with respect to any disputes between or among Users, Influencers, and Brands. We are not liable or responsible for performance by any User, Influencer, or Brand.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES, INCLUDING INFORMATION ABOUT PRODUCTS OR FROM BRANDS, CONTENT, INFLUENCERS, OR OTHER USERS, IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR, AND HEREBY WAIVE, ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR DEVICE, MOBILE DEVICE, COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SERVICES.

WE MAKE NO GUARANTEE OF QUALITY, ACCURACY, FUNCTIONALITY, AVAILABILITY OR PERFORMANCE OF THE SERVICES, INCLUDING ANY PRODUCTS AND INFORMATION FROM BRANDS, CONTENT, INFLUENCERS, AND OTHER USERS THEREON, AND WE RESERVE THE RIGHT TO CHANGE, SUSPEND, WITHDRAW, AMEND OR VARY ANY FUNCTIONALITY OR FEATURE OF THE SERVICES WITHOUT NOTICE OR INCURRING ANY LIABILITY TO YOU.

10.2 Limitations; Waivers of Liability. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES, INCLUDING ANY PRODUCTS OBTAINED IN CONNECTION THEREWITH, UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT ZELF SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES OR ANY PRODUCTS THEREON. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT ZELF IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD ZELF LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING BRANDS, INFLUENCERS, OTHER USERS OF THE SERVICES, AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICES, PRODUCTS, AND EXTERNAL SITES OR APPLICATIONS AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ZELF BE LIABLE TO YOU FOR MORE THAN (i) THE AMOUNT YOU HAVE PAID ZELF IN THE ONE HUNDRED EIGHTY (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM; or (ii) \$100, whichever is greater.

10.3 Release. You hereby release and forever discharge us (and our directors, officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to: (i) any interactions with, or act or omission of the Services; (ii) any Products or Purchases; (iii) any interactions with, Purchases from, or act or omission of a Brand, another User, or an Influencer; or (iv) any third party tools, links, or other content. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

SECTION 12 - INDEMNIFICATION

You agree to indemnify, defend, and hold ZELF, its affiliates, contractors, employees, agents and its third party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Services, any violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you herein. If you are a Influencer, in addition to the indemnity described above, you also agree to indemnify, defend, and hold ZELF, its affiliates, contractors, employees, agents and its third party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of any claim from a Brand that you did not comply with such Brand's affiliate program terms, or that your promotion of a Brand or Product violated the rights or terms of any Brand or third party. ZELF reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify ZELF, and you agree to cooperate with ZELF's defense of these claims. ZELF will use reasonable efforts to

notify you of any such claim, action, or proceeding upon becoming aware of it.

SECTION 13 - BENEFIT OF THE BARGAIN

YOU ACKNOWLEDGE AND AGREE THAT ZELF HAS OFFERED THE SERVICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE WARRANTY DISCLAIMERS, THE LIMITATION OF LIABILITY AND DAMAGES, AND THE RELEASE SET FORTH ABOVE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS, THE LIMITATION OF LIABILITY AND DAMAGES, AND THE RELEASE SET FORTH IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND ZELF, AND THAT THE FOREGOING FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND ZELF. ZELF WOULD NOT BE ABLE TO PROVIDE THE SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THE FOREGOING.

SECTION 14 - BINDING ARBITRATION AND CLASS ACTION WAIVER

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or the Services shall be BINDING ARBITRATION administered by the American Arbitration Association. You may not under any circumstances commence or maintain against us any class action, class arbitration, or other representative action or proceeding.

By using the Services in any manner, you agree to the above arbitration provision. In doing so, **YOU GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend any claims between you and us. **YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING.** Your rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY.** You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration provision, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against us may be commenced only in the federal or state courts located in Wilmington, Delaware, United States of America. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

You may opt out of this agreement to arbitrate. If you do so, neither you nor we can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing within thirty (30) days after the date that you first became subject to this arbitration provision. The opt out notice must state that you do not agree to the Agreement To Arbitrate and must include your name, address, phone number, your ZELF account to which the opt out applies and a clear statement that you want to opt out of this agreement to arbitrate. You must sign the opt out notice for it to be effective. This procedure is the only way you can opt out of the Agreement To Arbitrate. You must use this address to opt out:

Zelf Technologies, Inc.
16 East 18th St, Fl 5
New York, NY 10003

SECTION 15 - GENERAL PROVISIONS

15.1 Assignment. This Agreement and any rights and licenses granted hereunder may not be transferred or assigned by you. ZELF may at any time, for any reason and without restriction, transfer or assign this Agreement and the obligations contained in this Agreement to a third party. You hereby acknowledge and agree that if another company acquires ZELF or substantially all of our assets (by sale, merger, or otherwise), that transaction may include a sale or transfer of your User information and you agree to such transfer without further action or confirmation.

15.2 Supplemental Policies. ZELF may publish additional policies related to specific Services such as applications for mobile devices, games, forums, contests or loyalty programs. Your right to use such Services is subject to those specific policies and these Terms.

15.3 Headings; Entire Agreement. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement, and shall not be deemed to limit or affect any of the provisions hereof. The word “including” means “including without limitation”. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both you and ZELF. These Terms, any supplemental policies and documents expressly incorporated by reference herein (including the Privacy Policy), contain the entire understanding of you and ZELF, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Services. Without limiting the foregoing, ZELF objects to, and is not bound by, any term or condition that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, that differs from or adds to these Terms unless specifically agreed to in a signed writing by ZELF; any order form, proposal, attempted acknowledgment or similar document containing terms inconsistent with, or in addition to, these Terms shall not be binding, and is expressly rejected by ZELF.

15.4 Severability. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

15.5 Claims. YOU AND ZELF AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO ANY SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

15.6 Survival. Any and all provisions related to or regarding limitation of liability, disclaimers, and indemnification, as well as any other provisions which by their nature are intended to survive expiration or termination of this Agreement, hereby do survive any expiration or termination of this Agreement or any termination of your use or access to any Services.

15.7 No Waiver. The failure of ZELF to require or enforce strict performance by you of any provision of these Terms or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of ZELF’s right to assert or rely upon any such provision or right in that or any other instance. The express waiver by ZELF of any provision, condition, or requirement of these Terms or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by ZELF shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by you and a duly appointed officer of ZELF.

15.8 Force Majeure. ZELF shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of ZELF, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond ZELF’s control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, outbreaks of disease, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

15.9 Governing Law. These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of Delaware.

15.10 Enforcement. ZELF reserves the right to take steps that we believe are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms. You agree that we have the right, without liability to you, to disclose any registration data and/or account information to law enforcement authorities, government officials, and/or a third party, as we believe is reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms (including but not limited to our right to cooperate with any legal process relating to your use of the Services and/or a third party claim that your use of the Services is unlawful and/or infringes such third party’s rights).

SECTION 16 - APPLE APP STORE SUPPLEMENTAL TERMS

If you download and/or use our Services from a device made by Apple, Inc or from Apple’s App Store, this Agreement incorporates by reference the Licensed Application End User License Agreement (the “EULA”) published by Apple, Inc. (located online at <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>). For purposes of this Agreement, the mobile application made available through the Services is considered the “Licensed Application” as defined in the AEULA and ZELF is considered the “Application Provider” as defined in the EULA. If any of the terms of this Agreement conflict with the terms of the EULA, the terms of this

Agreement shall control.

CONTACT US

If you have any comments, questions, concerns, or suggestions about these Terms, please contact us at contact@zelflive.com.

Zelf Technologies, Inc.
16 East 18th St Fl 5
New York, NY 10003