

ZiNRAi INDEPENDENT BUSINESS OWNER AGREEMENT

Effective Date: June 1, 2025

PLEASE READ THIS IBO AGREEMENT CAREFULLY. THIS IBO AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. By applying to become a ZiNRAi, LLC Independent Business Owner (“IBO”) through the ZiNRAi website and online enrollment process, the applicant (“You”) acknowledges and agrees that You have read and understand the ZiNRAi Independent Business Owner Agreement, which is comprised of these Terms and Conditions, the ZiNRAi Policies & Procedures, the ZiNRAi Pay Plan, and ZiNRAi Social Media Policy (“IBO Agreement”). By enrolling as an ZINRAI IBO You confirm that your name and contact details are correct, that You are at least eighteen (18) years of age or older (or if legal age is older than eighteen (18) years of age in your country of residence that You have reached legal age) and that You want to become an IBO. You agree that You will comply with the terms and conditions contained in the IBO Agreement. You confirm that You understand that the IBO Agreement between You and ZiNRAi, LLC, (“ZiNRAi”) will become effective only upon acceptance by ZiNRAi of your completed IBO online application and receipt by ZiNRAi of your initial and first twenty-eight (28) days’ Recurring Fees (defined in Section 2 below). You confirm that You understand that ZiNRAi has the right to accept or reject your application in its sole discretion. You further acknowledge that if You apply to become a ZiNRAi IBO and your application is accepted based on your representation that You are of legal age and You in fact are not of legal age in your country of residence at the time of your application or thereafter, ZiNRAi shall be entitled to immediately terminate your IBO Agreement.
2. There is no requirement to become an IBO beyond your entering into the IBO Agreement and paying the initial and Recurring Fees on enrollment. Recurring Fees are the fees paid by an IBO every twenty- eight (28) days for the support of an IBO account. No other purchase of sales aids, IBO training materials, ZiNRAi Products and/or Services nor attendance at ZiNRAi training or promotional events is required, and any such purchase by You is strictly voluntary. Commissions, bonuses, or other compensation earned by You as an IBO (“Compensation”) and rank advancement are based solely upon the successful sale of ZiNRAi Products and/or Services to Customers/Members and as an IBO You are not required to purchase any ZiNRAi Products and/or Services.
3. No Compensation is earned for the enrollment of new IBOs, and You will be compensated only based upon the activities of other IBOs to the extent that such IBOs make sales of ZiNRAi Products and/or Services to Customers/Members.
4. You hereby authorize ZiNRAi to (i) charge the initial fee and initial Recurring Fee to your credit or debit card on file with ZiNRAi or other selected payment method (the “Payment Method”); and (ii) automatically charge the Payment Method for each Recurring Fee payment due and payable under this IBO Agreement. You agree that You will ensure the Payment Method remains valid at all times and that You will provide ZiNRAi with all information necessary to allow ZiNRAi to charge the Payment Method for all amounts due and payable by You to ZiNRAi. If the Payment Method expires or becomes invalid for any reason or You otherwise fail to pay any fees when due, your IBO position will be deactivated, and at the option of ZiNRAi this IBO Agreement will terminate, and You will forfeit all rights under this IBO Agreement. ZiNRAi may in its discretion elect to hold your account open in a deactivated or suspended status. You agree that if You pay using a digital currency your payment may be processed by ZiNRAi’s affiliate, Assiduous Inc. on its behalf.

ZiNRAi RESERVES THE RIGHT TO CHANGE THE PAYMENT METHODS IT ACCEPTS AT ANY TIME IN ITS SOLE DISCRETION.

5. If You are entering into this IBO Agreement on behalf of a corporation, limited liability company, partnership, trust, or other entity, You represent that You have the authority to enter into such agreements for the entity

and understand that the acceptance of the IBO Agreement by ZiNRAi shall be conditional upon receipt by ZiNRAi of documentation to verify the identity and authority of the owners and officers of the entity.

6. This IBO Agreement shall continue unless or until sooner terminated as permitted under this IBO Agreement. You agree that ZiNRAi may from time to time modify the Recurring fees upon written notice to You delivered via email and/or posted in the ZiNRAi Center in your back office.
7. The provisions of this IBO Agreement which by their nature are intended to survive termination of this IBO Agreement shall survive termination, including but not limited to the Dispute Resolution Provisions, restrictive covenants, and all provisions related to indemnification, confidentiality, and data protection.
8. You agree that You are an independent contractor for all purposes under applicable federal, state, and local statutes, rules, regulations, and other laws ("Applicable Law") and You are not an employee, partner, agent, franchisee, or legal representative of ZiNRAi nor may You hold yourself out as such. You are responsible for your own business, and You are free to select your own means, methods, and manner of operation, and free to choose the hours and location of your activities performed as an IBO. If You employ individuals to perform services for your independent business, You understand that You are responsible for their acts and omissions and for ensuring their compliance with this IBO Agreement and Applicable Law. You are solely responsible for filing and remitting any taxes and obtaining any necessary permits, licenses, authorizations or insurance required to conduct your IBO business. You shall have no power or authority to bind ZiNRAi in any way, directly or indirectly, and You are not entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by ZiNRAi to its employees.
9. You may terminate this IBO Agreement for any reason, at any time, by giving ZiNRAi written notice at support@zinrai.com. ZiNRAi may terminate this IBO Agreement pursuant to the ZiNRAi Policies & Procedures or by giving written notice to You if (i) You breach any part of this IBO Agreement, (ii) if ZiNRAi ceases to do business in whole or in part, merges its business with a third party or restructures its business such that it ceases to offer the ZiNRAi business opportunity or ceases to sell its some or all of its Products and/or Services, globally, or specifically to residents of the country where You are resident and/or (iv) if ZiNRAi is required to change its business model or Products and/or Services to comply with Applicable Law, court order or settlement of any action by a regulatory authority or agency. Notwithstanding any other provisions of the Agreement You shall not be entitled to any commission on any transactions concluded after the termination of the Agreement, regardless of whether such transactions are attributable to Your efforts during the term of the Agreement.
10. You are not guaranteed any income, profits, or success, and You agree that You will not make any false, misleading, inaccurate or unrepresentative claims regarding earning potential as an IBO including but not limited to claims related to replacing income impacted by coronavirus or making income from trading activity in which a Customer/Member may engage outside of their use of the ZiNRAi Products and/or Services. There are expenses that You may incur in the operation or promotion of your ZiNRAi business. These may include, but are not limited to, the IBO Recurring Fees, purchase of Products and/or Services for personal use, training and educational expenses, business equipment, travel expenses, and miscellaneous costs. You acknowledge that in some cases, these costs may exceed the amounts You may earn as an IBO.
11. ZiNRAi may charge a fee to process all Compensation. Compensation will be paid to the Payment Method You nominate in your profile in the back office. If You wish to change the Payment Method for receipt of Compensation ZiNRAi may charge a fee to administer such change. In addition, You acknowledge and agree that any payments issued to You by ZiNRAi or transferred to your electronic wallet and not requested by You or that remain otherwise unclaimed for three (3) months after the issuance date ("Unclaimed Funds") shall be returned to ZiNRAi and held by ZiNRAi in an account, and that ZiNRAi may assess an account maintenance fee of ten US dollars (USD10) per month (the "Account Maintenance Fee") until such time as You have claimed all such Unclaimed Funds held by ZiNRAi. You acknowledge and understand that ZiNRAi may deduct the Account Maintenance Fee every

twenty-eight (28) days from the Unclaimed Funds and if there are insufficient Unclaimed Funds held by ZiNRAi from which to deduct the Account Maintenance Fee when due, then the Account Maintenance Fee shall be prorated to reflect the amount of Unclaimed Funds then remaining, and the remaining Account Maintenance Fee due shall be charged to the Payment Method. When no Unclaimed Funds are owed to You by ZiNRAi, the account shall be closed. You further acknowledge that any Unclaimed Funds may be subject to applicable escheat laws that may require ZiNRAi to deliver all or some portion of Unclaimed Funds to the applicable state or its government authorities.

12. You agree to read, print and retain a copy for your records of the ZiNRAi Policies & Procedures published at zinrai.com. At all times while You are an IBO You agree to comply with the ZiNRAi Policies & Procedures. You further agree that You shall not engage in or perform any misleading, deceptive, or unethical practices, or make any false or misleading statements, regarding ZiNRAi, the ZiNRAi Products and/or Services and the ZiNRAi business opportunity.
13. You agree to abide by Applicable Law governing the marketing, sale, or solicitation of the ZiNRAi Products and/or Services. ZiNRAi offers educational Products and/or Services and at no time will You make any claims or imply, directly or indirectly, that ZiNRAi offers financial advice or services, or investment advice, acts as a regulated broker or that its Products and/or Services include live trading.
14. If ZiNRAi has reason to believe You have breached the terms of the IBO Agreement ZiNRAi may suspend your IBO position to investigate the alleged breach and any Compensation which may be otherwise owing to You may be held by ZiNRAi until final resolution has been achieved. If ZiNRAi determines that You have violated this IBO Agreement, then ZiNRAi may, at its option, (if permitted by applicable law) levy fines which may be withheld from commissions due to You and/or terminate this IBO Agreement, in which event You will not be entitled to any Compensation of any kind.
15. ZiNRAi reserves the right to vary or change the terms and conditions of this IBO Agreement and of the ZiNRAi Pay Plan at any time, including without limitation those terms and conditions related to eligibility.
EXCEPT AS SPECIFICALLY PROVIDED BELOW REGARDING AMENDMENTS TO THE DISPUTE RESOLUTION AGREEMENT, CONTINUED PARTICIPATION AS AN IBO AFTER ZINRAI CHANGES THIS IBO AGREEMENT AND/OR THE ZINRAI PAY PLAN CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL THIS IBO AGREEMENT. ZiNRAi may also from time to time make available to You certain incentives outside of the ZiNRAi Pay Plan (e.g., promotional incentives), and that such incentives may be subject to separate terms and conditions.
16. You agree to indemnify, defend, and hold ZiNRAi and its shareholders, directors, officers, contractors, and employees harmless from and against any and all claims, damages, costs and expenses, including without limitation any attorneys' fees and court costs, arising out of or in connection with your actions or omissions in the performance under this IBO Agreement.
17. **IN NO EVENT WILL ZINRAI BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, AND THE LIKE) ARISING OUT OF OR IN CONNECTION WITH ANY CAUSE, INCLUDING BUT NOT LIMITED TO ANY BREACH OF WARRANTY OR ANY DELAY, ACTION, ERROR OR OMISSION OF ZINRAI OR THE DELIVERY, NONDELIVERY, DISCONTINUATION, OR MODIFICATION OF ANY PRODUCT OR SERVICE BY ZINRAI, EVEN IF ZINRAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
18. **DISPUTE RESOLUTION; AGREEMENT TO ARBITRATE; CLASS-ACTION WAIVER**

READ THESE DISPUTE RESOLUTION TERMS CAREFULLY. THEY SUPERSEDE AND REPLACE ALL PRIOR TERMS FOR RESOLVING DISPUTES BETWEEN YOU AND ZINRAI, REQUIRE YOU AND ZINRAI TO ARBITRATE CERTAIN

CLAIMS (“CLAIM(S)”, AND LIMIT HOW YOU AND ZINRAI CAN SEEK RELIEF FROM EACH OTHER. WITH LIMITED EXCEPTIONS, THESE TERMS PRECLUDE YOU AND ZINRAI FROM SUING IN COURT OR PARTICIPATING IN A CLASS ACTION AND YOU AND ZINRAI AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING. YOU AND ZINRAI ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. FOLLOW THE INSTRUCTIONS BELOW IN SECTION 18L IF YOU WISH TO OPT OUT OF THE REQUIREMENT TO ARBITRATE.

A. THE PARTIES TO THIS AGREEMENT MUTUALLY AGREE THAT ANY CLAIM OR DISPUTE BETWEEN THEM ARISING FROM OR RELATING TO THIS AGREEMENT OR THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT WHICH CANNOT BE RESOLVED BY INFORMAL DISPUTE RESOLUTION SHALL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”). As an IBO you are not a “Consumer,” so the rules applicable to Claims between You and ZINRAI shall be AAA’s Commercial Rules. The Commercial Rules of the AAA are available at www.adr.org.

B. In the event the AAA is unwilling or unable to hear the dispute, the Parties shall agree to, or an appropriate court shall select, another arbitration provider. Unless otherwise agreed upon by the Parties, any arbitration hearing shall take place in Sheridan, Wyoming, although either party may elect to participate in the arbitration by telephone. The Party filing the Demand for Arbitration shall be responsible for the initial filing fees and costs charged by AAA and the respondent shall be responsible for payment of filing fees for any Cross-Complaint or Counterclaim.

C. Although this agreement to arbitrate is made and entered into between You and ZINRAI, ZINRAI’s affiliates, owners, members, managers, and employees (“Related Parties”) are intended third party beneficiaries of the IBO Agreement, including this agreement to arbitrate.

D. This agreement to arbitrate shall survive the termination of this IBO Agreement. Any issues related to the arbitrability of any claim, or the scope, validity or enforceability of this agreement to arbitrate shall be determined by the arbitrator. If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery via courier. The Demand for Arbitration must include a statement of the legal and factual basis of the claim(s) to be arbitrated. You will send a copy of any demand for arbitration to ZINRAI by certified mail addressed to ZINRAI, LLC 30 Gould Street, Sheridan, WY 82801. ZINRAI will send any demand for arbitration to You by certified mail using the current mailing address You provided in your ZINRAI account. The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure and the parties shall be permitted to bring motions under FRCP Rules 12 and 56. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a final judgment in a court of competent jurisdiction.

E. Required Informal Dispute Resolution. Except for IP Claims (defined in Section 18F) and Claims requiring a temporary restraining order, if either of us has a Claim against the other, both of us must first attempt to resolve the Claim informally before the Claim may be brought in arbitration. You and ZINRAI will make a good-faith effort to negotiate for forty-five (45) days towards the resolution of any Claim, or for a longer period as mutually agreed in writing by You and ZINRAI. You will send any Claimant Notice to ZINRAI by certified mail addressed to ZINRAI, LLC 30 Gould Street, Sheridan, WY 82801. ZINRAI will send any Claimant Notice to You by certified mail using the current mailing address You provided in your ZINRAI account. The Claimant Notice sent by either party must provide factual information sufficient for the receiving party to evaluate the Claim and must include the claimant’s name, address, email address, and any relevant purchase information and product information. Engaging in Informal Dispute Resolution is a condition precedent to either party’s right to initiate an arbitration.

F. Claims Subject to Binding Arbitration; Exceptions. Except for IP Claims, which are disputes that exclusively relate to infringement of your or ZINRAI’s intellectual property rights, both parties agree that all Claims meeting the requirements of Section 18E that are not resolved during the Informal Resolution Period, including Claims that are unrelated to IP Claims but are jointly filed with IP Claims, will only be resolved through binding arbitration.

G. Small Claims. You or ZINRAI may pursue any Claim, except IP Claims, in a small-claims court instead of through arbitration if (i) the Claim meets the jurisdictional requirements of the small claims court and (ii) the small claims court does not permit class or similar representative actions or relief.

H. Arbitration Fees. You and ZiNRAi will be responsible for paying the fees of the arbitrator and any administrative fees charged by AAA according to the rules and procedures of the AAA.

I. Frivolous or Improper Claims. To the extent permitted by law, a claimant must pay all reasonable costs and fees incurred by the responding party—including arbitration fees, attorney fees, and expert fees— related to a Claim if an arbitrator or court determines that (i) the Claim was not warranted by existing law or by a nonfrivolous argument or (ii) the Claim was filed in arbitration for any improper purpose, including to harass the responding party, cause unnecessary delay, or increase the cost of dispute resolution.

J. Class Action Waiver. You and ZiNRAi agree that by entering into the above agreement to arbitrate both parties are waiving their right to have any dispute or claim brought, heard or arbitrated as a class action lawsuit or class action arbitration, or any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. You and ZiNRAi agree that an arbitrator shall not have any authority to hear or arbitrate any class or collective action. You and ZiNRAi agree that any claim that all or part of this class action waiver is unenforceable shall be determined by a state or federal court located in Sheridan, Wyoming and not by an arbitrator. You and ZiNRAi further agree that if a court determines that the limitations of this paragraph are deemed invalid or unenforceable, any putative class or representative action must be brought in a court of proper jurisdiction and not in arbitration.

K. Mass Arbitrations. If twenty- five (25) or more Claimant Notices are received by a party within one hundred and eighty (180) days of the first Claimant Notice that the party received, and all such Claimant Notices raise similar Claims and have the same or coordinated counsel, then these Claims will be considered “Mass Arbitrations.” You or ZiNRAi may advise the other if You or ZiNRAi believe that the Claims at issue are Mass Arbitrations, and disputes over whether a Claim meets the definition of “Mass Arbitrations” will be decided by the arbitration provider as an administrative matter. Mass Arbitrations shall proceed pursuant to the AAA Mass Arbitration procedures.

L. 30-Day Right to Opt Out. You have the right to opt out of arbitration by sending written notice of your decision to opt out to the following address by mail: ZiNRAi, LLC 30 Gould Street, Sheridan, WY 82801 within thirty (30) days of You first becoming subject to these Dispute Resolution Terms. Such notice must include the name of each person opting out and contact information for each such person, the specific products, or services used that are at issue, the email address that You used to set up your ZiNRAi account (if You have one), and, if applicable, a copy of your purchase receipt(s).

M. Governing Law.

All Claims shall be subject to, governed by, construed, and interpreted in accordance with the laws of the State of Wyoming, U.S.A., except for its conflict of law rules. The Federal Arbitration Act shall otherwise govern all matters relating to arbitration.

N. Venue.

All Claims not subject to arbitration pursuant to these Dispute Resolution Terms and that cannot be heard in small claims court will be resolved exclusively and have jurisdiction in the courts located in Sheridan, Wyoming, U.S.A.

19. RESTRICTIVE COVENANTS

A. Definitions. For purposes of this IBO Agreement and this Section 19, the following terms shall have the meanings provided below:

“ZiNRAi Products and/or Services” means all digital educational products and online educational instruction and training services offered for sale by ZiNRAi from time to time.

“Customer/Member” means a person or entity that purchases ZiNRAi Products and/or Services.

“Downline” means all IBOs who are at the first level or below underneath your IBO position in your IBO sales organization.

“Participating Party” means a shareholder, partner, or beneficial owner of an IBO position that holds an interest in the IBO position equal to five percent (5%) or more of the total interest therein, or any individual that acquires Customers/Members or recruits potential IBOs in connection with an IBO position as permitted under the IBO Agreement.

“Restricted IBO” means any individual that is or, within the past six (6) months, has been, party (directly or as a Participating Party) to an IBO Agreement with ZiNRAi.

“Solicit” means, in effect or by intent, to request, recruit, enroll, sponsor, entice, induce, influence, or encourage, in each case in any way and through any means or method (including, without limitation, communications made affirmatively or responsively, directly, or indirectly, expressly, or implicitly, or personally or through or with one or more third parties).

“Solicitation” means any activity that solicits, including but not limited to, person-to-person meetings, phone calls (e.g., direct phone calls and three-way calls), emails, text messages, chat messages, and social media postings.

B. Customer/Member Non-Solicitation. During the term of this IBO Agreement and for a period of one (1) year after the expiration or earlier termination hereof, You shall not Solicit any Customer/Member to whom You have marketed ZiNRAi Products and/or Services within the immediately prior two (2) years to (i) move their business away from ZiNRAi; or (ii) purchase products or services that are the same as or similar to any ZiNRAi Products and/or Services unless expressly approved in writing by ZiNRAi. You acknowledge and agree that all Customers/Members Solicited by an IBO for the promotion or sale of ZiNRAi Products or/or Services are deemed to be Customers/Members of ZiNRAi and not of the IBO, whether or not the IBO originally introduced such Customer/Member to ZiNRAi.

C. Restricted IBO Non-Solicitation. During the term of this IBO Agreement and for a period of one (1) year after the expiration or earlier termination hereof, You shall not Solicit any Restricted IBO to participate, personally or through any entity or other medium, in another multi-level marketing, network marketing, or other direct selling business opportunity. You hereby acknowledge and agree that due to the nature of network marketing, it is reasonable that the foregoing Solicitation prohibition extends to all markets in which ZiNRAi conducts business.

D. Survival of Restrictive Covenants. You acknowledge and agree that your obligations under this Section 19 shall survive the expiration or termination of this IBO Agreement for any reason. You further acknowledge and agree that temporary and permanent injunctive relief is an appropriate remedy to prevent further damage to ZiNRAi for your violation of the provisions of this Section 19.

20. This IBO Agreement will be governed by and construed in accordance with the law of the State of Wyoming, without regard to principles of conflicts of laws. The parties consent to jurisdiction and venue before any federal or state court in Sheridan County, Wyoming, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
21. From time to time, ZiNRAi may change this IBO Agreements. Except as specifically provided in Section 18 regarding amendments to the Dispute Resolution Agreement, You agree that You will be bound by any changes to this IBO Agreement thirty (30) days after notice of the amendment is emailed at the email address on file for You with ZiNRAi or is posted in the ZiNRAi back office. By continuing to participate as an IBO after the effective date of the amendment, You agree to the amended IBO Agreement. You may opt out of any proposed amendments by terminating your IBO Agreement prior to the effective date of such proposed amendments. Your continued participation in any way as IBO on or after the effective date of any amendment constitutes acceptance of the amended IBO Agreement. Amendments will not have a retroactive effect unless You have expressly agreed to such amendment.

22. The IBO Agreement and documents incorporated by reference herein constitutes the entire agreement and understanding between You and ZiNRAi regarding the subject matter hereof and supersedes any and all prior or contemporaneous agreements, representations, commitments, or understandings, whether oral or written, made by or between ZiNRAi and me. In the event of a conflict between the terms and conditions contained in the IBO Agreement comprising the IBO Agreement, the following order of precedence shall apply: first, (i) the Dispute Resolution Provisions, then (ii) these Terms and Conditions, then (iii) the ZiNRAi Policies & Procedures, (iv) the ZiNRAi Pay Plan and lastly (v) the ZiNRAi Social Media Policy.
23. You may not assign this IBO Agreement, or any portion thereof, or any of the duties, obligations, or liabilities contained herein, without the prior written consent of ZiNRAi, which consent may be withheld, conditioned, or delayed in ZiNRAi's sole discretion. ZiNRAi may assign this IBO Agreement at any time and without your consent, and upon such assignment, ZiNRAi shall be relieved of any and all duties, obligations, and/or liabilities arising from this IBO Agreement. This IBO Agreement shall be binding upon and inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.
24. Subject to the Dispute Resolution Provisions, if any provision of this IBO Agreement is determined by an authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provisions or portions thereof shall not be affected thereby, and such authority should reform the IBO Agreement to the extent necessary in a manner that comes closest to expressing the intention of the invalid and unenforceable provision while rendering the otherwise unenforceable provision or portion thereof valid and enforceable.
25. **Privacy and Your Personal Data.** You understand and acknowledge that You and your activity as an IBO are subject to the ZiNRAi Privacy Policy and Terms of Use, which are incorporated into and a material part of the IBO Agreement. You acknowledge that You have read and understand the Terms of Use and the Privacy Policy, and consent to the use of any personal information that You provide according to the terms of this IBO Agreement and the Privacy Policy. When You disclose personal data as part of the IBO enrollment process, as well as other personal data disclosed in conducting your activities as an IBO, You acknowledge that this information is necessary to allow ZiNRAi to fulfill its contractual obligations to You and the ZiNRAi network of Customers/Members, ZiNRAi IBOs and suppliers, vendors and service providers. The data collected is used by ZiNRAi internal and authorized external service providers, suppliers and vendors taking part in the operation and management of the distribution network. You consent to the disclosure of your name, telephone number(s), e-mail address(es), mailing address(es) and other contact information listed on your IBO enrollment application or profile as updated, and information regarding your ZiNRAi purchases (excluding Payment Method information), to internal departments, authorized service providers, your sponsor, upline IBOs and the ZiNRAi support team. You agree that ZiNRAi or a person acting on its behalf may contact You by telephone, text messaging, and email, and You consent and agree to being contacted in this manner at the telephone number(s) and email address(es) that You provide. Your carrier's standard rates will apply for calls and text messages. If You wish to opt out of promotional emails, You can unsubscribe from the ZiNRAi promotional email list by following the unsubscribe options in the promotional email itself or by emailing support@zinrai.com. You will continue to receive emails regarding business-related transactions regardless of the email subscriptions that are chosen. If You wish to opt out of promotional texts, You may do so by responding as indicated to allow for opting out on the text itself. You may opt out of promotional telephone calls by simply requesting to be placed on the ZiNRAi do not contact list. You may also opt out of texts by email at support@zinrai.com. You acknowledge that You are not required to consent to receive promotional, emails, texts or calls as a condition of being an IBO. **BY SUBMITTING YOUR APPLICATION TO BECOME AN IBO, YOU AUTHORIZE ZiNRAi, ITS AFFILIATES, ITS SERVICE PROVIDERS, ZiNRAi IBOS, AND REPRESENTATIVES, TO CONTACT YOU BY PHONE,MAIL, AND EMAIL CONCERNING ZiNRAi RELATED MATTERS.**
26. In the event of any conflict or inconsistency between the provisions of these terms and conditions and any other agreement or document between You and ZiNRAi, the following order of precedence shall apply: (i)

these terms and conditions; (ii) the ZiNRAi Policies & Procedures; (iii) the ZiNRAi Pay Plan and (iv) the ZiNRAi Social Media Policy.

NOTICE OF CANCELLATION

Except where applicable law requires otherwise, You may cancel this transaction, without penalty or obligation, for a full refund, if You provide a valid cancellation notice postmarked within seven (7) days from the date of this IBO Agreement, exclusive of the date of signing. Except where applicable law requires otherwise if You cancel after the seven (7) day period, You are not entitled to any refund. To cancel this IBO Agreement, You must deliver via email or via your back office a written and dated copy notice of cancellation.

Certain jurisdictions require a longer cancellation period by law, and where applicable law on cancellation is inconsistent with ZiNRAi policy, such law shall be in force and the cancellation rights set forth herein shall be deemed modified to reflect the applicable requirements.