

## TERMS OF USE

Last Updated: June 1, 2025

**PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS OF USE 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.**

### **Acceptance of the Terms of Use**

These Terms of Use are entered into by and between You and ZiNRAi. ZiNRAi, LLC, ("ZiNRAi", "Company," "we," or "us"). The following terms and conditions ("Terms of Use") govern your access to and use of zinrai.com and affiliated sites, including any content, functionality, and services offered on or through zinrai.com (the "Site"), whether as a guest or a registered user.

Please read the Terms of Use carefully before You start to use the Site. By using the Site, You accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.zinrai.com/privacypolicy> , incorporated herein by reference. If You do not want to agree to these Terms of Use or the Privacy Policy, You must not access or use the Site.

WE HAVE MADE EVERY EFFORT TO ACCURATELY REPRESENT THIS SITE, AND OUR PRODUCTS AND SERVICES. WE OFFER DIGITAL EDUCATIONAL PRODUCTS AND ONLINE TRAINING. WE DO NOT PROVIDE TAX, ACCOUNTING, LEGAL, INVESTMENT, OR FINANCIAL PRODUCTS OR SERVICES. THE INFORMATION AVAILABLE THROUGH OUR PRODUCTS AND SERVICES IS NOT MEANT TO BE, AND SHOULD NOT BE CONSTRUED AS, ADVICE OR USED FOR INVESTMENT, FINANCIAL PLANNING, LEGAL, ACCOUNTING, OR TAX PURPOSES. THE COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY USER'S RELIANCE ON THE INFORMATION. THE USER IS SOLELY RESPONSIBLE FOR VERIFYING THE INFORMATION AS BEING APPROPRIATE FOR THE USER'S PERSONAL USE, INCLUDING, WITHOUT LIMITATION, SEEKING THE ADVICE OF A QUALIFIED PROFESSIONAL REGARDING ANY SPECIFIC FINANCIAL, LEGAL, ACCOUNTING, OR TAX QUESTIONS A USER MAY HAVE.

THE COMPANY IS NOT ENDORSED BY OR AFFILIATED WITH ANY NATIONAL, STATE, PROVINCIAL, OR TERRITORIAL ORGANIZATION OR ASSOCIATION, TAX AUTHORITIES, OR AGENCIES, OR FINANCIAL REGULATORY BODY, INCLUDING BUT NOT ,LIMITED TO:

- U.S. FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA);
- THE COMMODITIES FUTURES TRADING COMMISSION (CFTC) IN THE U.S.;
- THE INVESTMENT INDUSTRY REGULATORY ORGANIZATION OF CANADA (IIROC);
- THE FINANCIAL CONDUCT AUTHORITY (FCA) IN THE UK; OR
- ANY OTHER FINANCIAL REGULATORY AUTHORITY, AGENCY, OR ASSOCIATION WHEREVER LOCATED.

WE PROVIDE ABSOLUTELY NO GUARANTEE THAT YOU WILL EARN ANY MONEY OR ACHIEVE A FINANCIAL GOAL USING THE METHODS, INFORMATION, AND SUGGESTIONS IN THE CONTENT PROVIDED. ANY EXAMPLES OR DEMONSTRATIONS PROVIDED ARE IN NO WAY A GUARANTEE OR PROMISE THAT AN INDIVIDUAL WILL MAKE FINANCIAL GAINS OF ANY KIND.

**Minors**

This Site is offered and available to users who are 18 years of age or older. By using this Site, You represent and warrant that You are of legal age to form a binding contract with the Company. If you are not 18 years of age or older you must not access the Site or purchase any products or services.

**Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction below will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Site.

Your continued use of the Site following the posting of revised Terms of Use means that You accept and agree to the changes. You are expected to check this page from time to time so You are aware of any changes, as they are binding on You.

**Accessing the Site and Account Security**

We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for both:

- Making necessary arrangements to access the Site; and
- Ensuring all individuals who access the Site through your internet connection are aware of these Terms of Use and comply with them.

To access the Site or some of the resources it offers, You may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information You provide on the Site is correct, current, and complete. You agree that all information You provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our Privacy Policy at <https://www.zinrai.com/privacypolicy>, and You consent to all actions we take with respect to Your information consistent with our Privacy Policy.

If You choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also acknowledge that your account is personal to You and agree not to provide any other person with access to this Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that You exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We reserve the right to disable any username, password, or other identifier, whether chosen by You or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, You have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

The Site and all its contents - features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit You to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, You may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided You agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- You must not access or use for any commercial purposes, except as permitted by our agreement with You, any part of the Site or any services or materials available through the Site.

If You print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms of Use, your right to use the Site will stop immediately and You must, at our option, return or destroy any copies of the materials You have made. No right, title, or interest in or to the Site or any content on the Site is transferred to You, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Trademarks**

The Company name, the name “ZiNRAI”, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site, or expose them to liability.

Additionally, You agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real-time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

### **User Contributions**

The Site may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Site.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution You post to the Site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, You grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that You are responsible for any User Contributions You submit or contribute, and You, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by You or any other user of the Site.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for the Company.
- Disclose your identity or other information about You to any third party who claims that material posted by You violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Site and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for the performance or nonperformance of the activities described in this section.

### **Content Standards**

These Content Standards apply to any and all User Contributions and use of Interactive Services. User Contributions must, in their entirety, comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, 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 of Use and our Privacy Policy at <https://www.zinrai.com/privacypolicy>
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- 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.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### **Reliance on Information Posted**

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance You place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the Site, or by anyone who may be informed of any of its contents.

This Site may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to You or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Site**

We may update the content on this Site from time to time, but its content is not necessarily complete or up to date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Site**

All information we collect on this Site is subject to our Privacy Policy at <https://www.zinrai.com/privacypolicy>. By using the Site, You consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Online Purchases and Other Terms and Conditions**

All purchases through our Site or other transactions for the sale of goods or services formed through the Site, or resulting from visits made by You, are governed by our IBO and/or Member Terms, which are hereby incorporated into these Terms of Use. IBO enrollments are governed by the IBO Agreement (including the IBO Terms and Policies and Procedures).

Additional terms and conditions may also apply to specific portions, services, or features of the Site. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

### **Linking to the Site and Social Media Features**

You may link to our homepage, provided You do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

This Site may provide certain social media features that enable You to:

- Link from your own or certain third-party Sites to certain content on this Site.
- Send emails or other communications with certain content or links to certain content on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party Sites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features.

Subject to the foregoing, You must not:

- Establish a link from any Site that is not owned by You.
- Cause the Site or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Site other than the homepage.
- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking to stop immediately. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice at our discretion.

### **Links from the Site**

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If You decide to access any of the third-party sites linked to this Site, You do so entirely at your own risk and subject to the terms and conditions of use for such sites.

### **Geographic Restrictions**

The laws of the State of Wyoming govern these Terms of Use and use of the Site. Access to the Site may not be legal by certain persons or in certain countries. If You access the Site from outside the United States, You do so on your own initiative and at your own risk. In such circumstances, You are responsible for compliance with local laws, with the understanding that laws applicable in a foreign location may not be applicable to the Site.

The Company does not offer products or services for purchase to residents from the following: Afghanistan, Belarus, Burma, Chad, China, Cote D'Ivoire, Cuba, Democratic Republic of the Congo, Equatorial Guinea, India, Iraq, Lebanon, Liberia, North Korea, Rwanda, Sudan, Syria, Zimbabwe, the Crimea region of Ukraine or for residents of the province of Quebec, Canada.

**Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE.

WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY SITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL, INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence, willful misconduct, or death or bodily injury caused by products or services You purchase through the Site.



THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your User Contributions, any use of the Site's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Site.

#### **Governing Law and Jurisdiction**

All matters relating to the Site and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Wyoming without giving effect to any choice or conflict of law provision or rule (whether of the State of Wyoming or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wyoming, in each case located in the City of Las Vegas, although we retain the right to bring any suit, action, or proceeding against You for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

#### **Arbitration**

##### **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 THE COMPANY (TOGETHER "THE PARTIES"), REQUIRE YOU AND THE COMPANY TO ARBITRATE CERTAIN CLAIMS, AND LIMIT HOW YOU AND THE COMPANY CAN SEEK RELIEF FROM EACH OTHER. WITH LIMITED EXCEPTIONS, THESE TERMS PRECLUDE YOU AND THE COMPANY FROM SUING IN COURT OR PARTICIPATING IN A CLASS ACTION AND YOU AND THE COMPANY 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 THE COMPANY ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. FOLLOW THE INSTRUCTIONS BELOW IN SECTION L 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").** If You are a "Consumer," meaning that You only use our products or services for personal, family, or household purposes, the rules applicable to Claims between You and the Company shall be AAA's Consumer Arbitration Rules, as modified by these Dispute Resolution Terms. Otherwise, the rules applicable to Claims between You and the Company shall be the AAA's Commercial Rules. The Commercial and Consumer Rules of the AAA are available at [www.adr.org](http://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 the Company, the Company's affiliates, owners, members, managers, and employees ("Related Parties") are intended third-party beneficiaries of the Agreement, including this agreement to arbitrate.

**D.** This agreement to arbitrate shall survive the termination of this 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 the Company by certified mail addressed to the Company at 120 White Plains Road #420, Tarrytown, NY 10591. The Company 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 F) 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 the Company 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 the Company. You will send any Claimant Notice to the Company by certified mail addressed to the Company at 120 White Plains Road #420, Tarrytown, NY 10591. The Company 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 the Company's intellectual property rights, both parties agree that all Claims meeting the requirements of Section E 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 the Company 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 the Company 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 the Company 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 the Company agree that an arbitrator shall not have any authority to hear or arbitrate any class or collective action. You and the Company 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 Sheridan, Wyoming and not by an arbitrator. You and the Company 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 the Company may advise the other if You or the Company 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 to the Company at 120 White Plains Road #420, Tarrytown, NY 10591 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.

**Limitation on Time to File Claims**

TO THE EXTENT PERMITTED BY LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement**

The Terms of Use, our Privacy Policy, Member Terms, and/or IBO Agreement constitute the sole and entire agreement between You and the Company regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

**Your Comments and Concerns**

This Site is operated ZiNRAi, LLC., 30 Gould Street, Sheridan, Wyoming 82801.

All notices of copyright infringement claims should be sent to [support@zinrai.com](mailto:support@zinrai.com).

All other feedback, comments, requests for technical support, and other communications relating to the Site should be directed to [support@zinrai.com](mailto:support@zinrai.com).