



Terms of Service

Last Updated: June ____ 2025

01. Flashzone Terms and Conditions of Service:

The following is the agreement outlining terms of use and conditions of service between Flashzone LLC ("Flashzone", "We", "Us", "Our") and the Flashzone user community and users individually (collectively or individually "you", "your", "their", "user", or "users"). These Terms cover Flashzone's mobile device software application, website and any other mobile or web services or applications owned, controlled, or offered by Flashzone LLC now or in the future. Any reference herein to "Flashzone Services" or "Services" includes the Flashzone software. Users who download and/or access our Services, whether by purchase or not, whether via subscription or not, must do so under the terms, conditions of use, service, and privacy which follow.

By signing up for, installing and/or using the Services you are agreeing to be legally bound by these Terms of Service ("Terms") and all applicable laws and regulations. You also agree that you are responsible for compliance with any applicable local laws and any action taken while using the Services. If you do not agree with any of these Terms, you should cease using the Services and should delete the application from your computer or mobile device. Continued use of the Services constitutes agreement with the Terms, and Flashzone's **Privacy Policy**, as set forth herein.

These Terms govern your use of Flashzone, and any information appearing on Flashzone, such as video, images, text, audio, links, and any material uploaded, downloaded, or appearing in any manner on Flashzone, and any other types of material.

By using the Services you agree to be bound by these terms.

02. Welcome to Flashzone

Flashzone offers users a platform to discover and interact with others who have interests in common predominantly in the local area where the user is located. Flashzone is not responsible for negative interactions between users which result in loss or damages of any kind, including bodily injury and death. Flashzone advises using common sense and prudence when dealing with individuals you don't know.

03. Personal License



Flashzone gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Flashzone, in the manner permitted by these Terms.

The following agreement is legally binding between you and Flashzone. Please read it carefully before using the Services. You agree to be bound by the terms of this agreement which contains a waiver of class action rights. It also contains liability limitations. If you are not in agreement with the Terms herein, please do not use the Service.

By accepting this agreement, you agree you will only be permitted to pursue claims against us on an individual basis.

Please save a copy of the Terms for your records. You may email us at info@flashzone.com to request and receive a copy of this agreement.

04. Creating and Terminating an Account

An account may be created by registering with social media or with an email address and may be terminated under “Settings” in the main menu.

05. Rules of User Conduct

Flashzone offers users a platform to interact with others who have interests in common in the local area where the user is located. Users also have the ability to direct message others outside the local area. Therefore, it is imperative that all Users respect one another.

As a condition to your right to access and use the Services, you agree to these Terms and to strictly observe the following rules of conduct (“Rules of Conduct”):

- **Do** comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements.
- **Do** provide accurate information to us and update it as necessary.
- **Do** review and comply with our Privacy Policy and the Terms.
- **Do** review and comply with notices sent by us concerning the Services.
- **DO NOT** act dishonestly, inappropriately, or unprofessionally by posting inappropriate, inaccurate, or objectionable information or other content.
- **DO NOT** use any information, data or content you view or obtain from our Services to provide any services that are competitive with our Services.
- **DO NOT** imply or state, directly or indirectly, that you are affiliated with or endorsed by Flashzone, unless you have entered into a written agreement with Flashzone that expressly permits you to say that.
- **DO NOT** rent, lease, loan, trade, sell or re-sell access to the Services or any content (other than content you personally own) or any data on the Services.
- **DO NOT** use software, devices, scripts, robots or other means or processes to access, “scrape,” “crawl” or “spider” any part of the Services.
- **DO NOT** use bots or other automated methods to add or download content or send or redirect messages or other permitted activities other than through Flashzone sanctioned tools.



- **DO NOT** access the Services for purposes of monitoring its availability, performance or functionality, or for any competitive purpose.
- **DO NOT** engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services.
- **DO NOT** access the Service by any means other than through the interfaces provided by Flashzone.
- **DO NOT** override any security component included in or underlying the Services.
- **DO NOT** engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to, unsolicited communications to other users or Flashzone personnel, attempts to gain unauthorized access, or transmission or activation of computer viruses.
- **DO NOT** remove any copyright, trademark or other proprietary rights notices contained in or on the Services, including any of our notices or notices of our licensors, or any notices of any other users (for more information, see below under “Flashzone Portal, Ownership and Copyright Notice”).
- **DO NOT** collect, use or transfer any information, including any Personal Information, obtained from the Services, except as expressly permitted in the Terms or as may expressly permit in writing.
- **DO NOT** interfere with or disrupt the Services, including but not limited to any servers or networks connected to the Services.
- **DO NOT** infringe on or use the Services’ or Flashzone brands, logos, trademarks or service marks, including, without limitation in any business name, email, or URL.
- **DO NOT** access, tamper with, or use non-public areas of the Services, Flashzone computer systems, or the technical delivery systems of Flashzone.
- **DO NOT** forge any Transmission Control Protocol/Internet Protocol (“TCP/IP”) packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information.
- **DO NOT upload, post, email, transmit or otherwise make available or initiate any communication, content or data that:**
 - Contains any inappropriate or pornographic image.
 - Impersonates someone else, or misrepresents your affiliations with a person or entity, past or present.
 - Is unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable.
 - Adds to a data field any information that is not intended for such a field (i.e., submitting an email address in the “title” or any field other than a field requesting an email address).
 - Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships, including without limitation any insider information, proprietary information or confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements.
 - Infringe or misappropriate any patents, trademarks, trade secrets, copyrights, or other rights.



- Includes any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation.
- Contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy, erase, or limit the functionality of any computer software or hardware or telecommunications equipment.
- Forges headers or otherwise manipulates identifiers in order to disguise the origin of any communication.

06. Age Restrictions and Safety

You may not use Flashzone if: you are under 18 years old.

Eligibility and Age Restrictions

Our website and services are intended **solely for individuals who are 18 years of age or older**. By accessing or using this website or any related services, you **represent and warrant** that you are at least 18 years old.

We do **not knowingly collect, solicit, or store personal information from individuals under the age of 13**. In compliance with the Children’s Online Privacy Protection Act (COPPA), if we learn that we have inadvertently collected personal information from a child under 13 without verified parental consent, we will take immediate steps to delete such information from our records.

If you are under 18, you are **not permitted to use this website or any of its services**. If you believe someone under 18 has provided us with personal information, please contact us at admin@flashzone.com so we can take appropriate action.

07. Data Location

Your data will be processed in the United States pursuant to our Privacy Policy, and you consent to this. You also consent to your data being processed in any other jurisdictions in the world. You are responsible for compliance with local law. Regardless of your place of residence, your use of our services is governed by New York State law and U.S. Federal law.

08. Account Security

Please do not use anyone else’s account and do not allow anyone to use your account. Maintain the confidentiality of your password. You agree to notify Flashzone if there is any unauthorized use of your account or breach of security. We will not be liable for any loss, damages, liability, attorney expenses or fees that you may incur as a result of someone else using your account. You will be liable for losses, damages, liability expenses and attorney fees incurred by Flashzone or a third-party due to someone else using your account.

09. Continuity of the Service

We are always looking to improve service for the Flashzone user community. Accordingly, we reserve the right to change our Service, modify it in any way, add to it, remove parts of it, charge



for it, or discontinue it completely without notice and without incurring liability to users, individually or collectively.

10. Flashzone Ownership and Copyright Notice

The Services are owned and operated by Flashzone LLC. The Flashzone name, all elements and interfaces, applications, designs, software, content, computer code, websites, including advertising, are proprietary to Flashzone. They are protected by copyright and trademark laws, international laws and conventions, and all other relevant intellectual property and proprietary rights and laws. All trademarks, logos, domain names, service marks, trade names, and other distinctive brand features are proprietary to Flashzone, and nothing in the Terms gives you the right to use them. All right, title, and interest in and to the Services, excluding content provided by Users, are and will remain the exclusive property of Flashzone and its licensors.

You agree not to sell, copy, modify, perform, create derivative works, or otherwise make unauthorized use of any elements of Flashzone. The Flashzone logo, trademarks, special characters, and service marks are the property of Flashzone and can only be used with the written authorization of Flashzone. No use is permitted without such written authorization.

11. Limitation of Liability and Indemnification

If users choose to meet in person after initially meeting through Flashzone, Flashzone will not be responsible for adverse consequences or losses due to such meeting, including injury and death. If you have any doubts about a person or a group on Flashzone, do not meet with them.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

YOU AGREE AND UNDERSTAND THAT UNDER NO CIRCUMSTANCES WILL FLASHZONE BE LIABLE FOR ANY LOSS OR DAMAGES RELATED TO YOUR RELIANCE ON ANY INFORMATION CONTAINED IN OR RELATED TO THE SERVICES. YOU ASSUME FULL RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICES.

NEITHER WE, NOR ANY OF OUR SUBSIDIARIES, AFFILIATED COMPANIES, OFFICERS, EMPLOYEES, MEMBERS, OR DIRECTORS ("FLASHZONE AFFILIATES") SHALL BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES, IF ANY, PAID BY YOU TO FLASHZONE DURING THE CALENDAR YEAR IN WHICH SUCH EVENT IS CLAIMED TO HAVE OCCURRED, OR USD \$10, WHICHEVER AMOUNT IS GREATER.

NEITHER FLASHZONE NOR ANY FLASHZONE AFFILIATE SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, PROFIT, REVENUE OR DATA TO YOU OR ANY THIRD PERSON. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER (I) YOU BASE YOUR CLAIM ON CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY, (II) WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR (III) THE LIMITED REMEDIES PROVIDED IN THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.



TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER BASED IN EQUITY, CONTRACT, NEGLIGENCE, OTHER TORTIOUS ACTION, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY), SHALL FLASHZONE, ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF ANTICIPATED PROFITS, GOODWILL, DIMINUTION OF VALUE, BUSINESS INTERRUPTION COSTS, OR ANY OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATED TO, CAUSED BY, OR RESULTING IN ANY WAY FROM DAMAGE FROM ANY SECURITY BREACH OR ANY OTHER SECURITY INTRUSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION.

FLASHZONE SHALL NOT BE LIABLE FOR DATA PROTECTION LOSSES, HOWSOEVER ARISING, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, UNDER OR IN CONNECTION WITH THIS POLICY.

WHEREAS WE MAKE EFFORTS TO SAVE YOUR DATA PLEASE DON'T ASSUME YOUR DATA CANNOT BE LOST OR DELETED. SO IF YOU HAVE IMPORTANT INFORMATION IN YOUR ACCOUNT, SUCH AS IMPORTANT TELEPHONE NUMBERS, INFORMATION, PHOTOS, OR VIDEOS, ETC., PLEASE COPY IT AND KEEP IT IN A SAFE PLACE. WE WILL NOT BE RESPONSIBLE FOR LOSS OF DATA. PLEASE REFER TO OUR PRIVACY POLICY ON OUR USE OF PERSONAL DATA ABOUT YOU. YOU GIVE US PERMISSION TO COLLECT, RETAIN, USE, AND SHARE THIS INFORMATION AS DESCRIBED IN OUR PRIVACY POLICY.

IN NO CIRCUMSTANCES WILL FLASHZONE BE LIABLE FOR ANY DATA PROTECTION LOSSES (OR THE CIRCUMSTANCES GIVING RISE TO THEM) IF THOSE LOSSES ARE CONTRIBUTED TO OR CAUSED BY THE USER OR BY ANY BREACH OF THIS POLICY BY THE USER OR CAUSED BY AN INDIVIDUAL NOT UNDER THE DIRECT CONTROL OF FLASHZONE.

FOR THE AVOIDANCE OF DOUBT, THE LIABILITY CAP AND LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS AGREEMENT APPLY SO AS TO LIMIT AND EXCLUDE THE LIABILITY OF FLASHZONE. YOU UNDERSTAND AND AGREE THAT YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO CEASE USING THE SERVICES.

BY ACCESSING AND USING THE SERVICES YOU AGREE TO MAKE FLASHZONE, ITS AFFILIATES, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND STRATEGIC PARTNERS WHOLE FOR ANY AND ALL CLAIMS, LOSSES, LIABILITIES, REGULATORY FINES/PENALTIES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING FROM AND RELATED TO ITS USE OF THE SERVICES OR ANY VIOLATION OF THE TERMS AND CONDITIONS CONTAINED IN THIS TERMS OF



SERVICE. YOU AGREE TO PAY REASONABLE ATTORNEYS FEES RELATED TO FLASHZONE FOR THE ENFORCEMENT OF ANY PROVISION OF THESE TERMS.

WE DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES OR ANY CONTENT; THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICES; AND WHETHER THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FLASHZONE OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF FLASHZONE EXCEED ONE HUNDRED U.S. DOLLARS. THE FLASHZONE SERVICE IS PROVIDED ON AN “AS IS” BASIS. WE DISCLAIM ALL WARRANTIES, IMPLIED WARRANTIES, AND GUARANTEES OF ANY KIND EXCEPT THOSE REQUIRED BY LAW. WE DO NOT WARRANTY THAT FLASHZONE IS FREE FROM DEFECTS, THAT IT IS ALWAYS AVAILABLE, OR THAT IT IS FREE FROM VIRUSES, MALWARE OR HARMFUL COMPONENTS OF ANY TYPE. YOU AGREE THAT YOU DOWNLOAD OR OBTAIN DATA FROM FLASHZONE ENTIRELY AT YOUR OWN RISK AND YOU AGREE TO PAY FOR ANY EQUIPMENT OR SERVICES YOU NEED TO ACCESS FLASHZONE SERVICES. YOU AGREE TO INDEMNIFY US AND HOLD US HARMLESS, INCLUDING OUR AFFILIATED COMPANIES, CONTRACTORS, EMPLOYEES, AGENTS, ASSOCIATES, AND PARTNERS, FOR ANY DAMAGES, LOSSES, COSTS, CLAIMS, OR ACTIONS INITIATED AGAINST US, INCLUDING ATTORNEY FEES, BROUGHT BY A THIRD-PARTY AS A RESULT OF OR RELATED TO YOU OR YOUR USE OR MISUSE OF FLASHZONE SERVICES.

FLASHZONE RESERVES THE RIGHT TO ASSUME CONTROL AND THE EXCLUSIVE DEFENSE FOR ANY MATTER YOU ARE REQUIRED TO INDEMNIFY US FOR, AT YOUR COST AND EXPENSE. YOU AGREE TO COOPERATE FULLY, IN DEFENDING FLASHZONE AGAINST ANY SUCH CLAIMS ARISING OUT OF YOUR ACTIONS. YOUR INDEMNIFICATION OF US WILL CONTINUE BEYOND YOUR USE OF THE FLASHZONE SERVICE AND BEYOND THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.



YOU AGREE THAT UNDER NO CIRCUMSTANCES INCLUDING NEGLIGENCE WILL FLASHZONE (INCLUDING ALL EMPLOYEES, OFFICERS, CONTRACTORS, CONSULTANTS, ADMINISTRATORS, EXECUTIVES, AND ASSOCIATED COMPANIES] BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR ANY OTHER DAMAGES OR CLAIMS ARISING FROM YOUR USE OF OUR SERVICE. YOU AGREE THAT EVEN IF FLASHZONE WAS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

THIS SECTION DOES NOT EXCLUDE LIABILITY THAT MAY NOT BE EXCLUDED UNDER THE LAW. YOU AGREE THAT THE SERVICES WHICH FLASHZONE OFFERS ARE BENEFICIAL TO YOU AND IN CONSIDERATION YOU HAVE ENTERED INTO AN AGREEMENT WHICH LIMITS OUR LIABILITY. YOU HEREBY RELEASE AND FOREVER DISCHARGE US (AND OUR OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS) FROM, AND HEREBY WAIVE AND RELINQUISH, EACH AND EVERY PAST, PRESENT, AND FUTURE DISPUTE, CLAIM, DEMAND, RIGHT, OBLIGATION, LIABILITY, ACTION, AND CAUSE OF ACTION OF EVERY KIND RELATING TO YOUR USE OF FLASHZONE. IF YOU ARE A CALIFORNIA RESIDENT YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING.

12. User Guidelines

You agree not to use Flashzone while driving a vehicle or operating machinery. Before posting photos, text, videos, or links to Flashzone, please make sure that you are not posting nudity, pornography, or depictions of excessive violence. We want users to be able to share all sorts of information freely, but for the most graphic content please utilize some kind of blur. If you post a link which leads to horrific content, please warn users of sensitive content in your post/flash. Do not post links to pornographic sites. If these guidelines are not followed, we will delete your submission. Violations may result in the termination of your account. Accounts can be terminated at our discretion for any reason and for no reason. You agree not to use Flashzone to violate the privacy of other users, to collect data on them, to store, or disclose other users' personal information without permission. You are not permitted to use our services to harass, threaten, intimidate, impersonate, defame, or in any way mistreat another user. You will not post information about another user that is intended to cause embarrassment or humiliation whether such an act is lawful or not. Fraudulent, abusive or illegal activity may constitute grounds for termination of your account. If you believe your account has been terminated in error, please contact us at email: admin@flashzone.com



You may terminate your own account at any time. If you do, your username may not be available again or only after an extended period of time.

You agree not to misuse our Services by interfering with them or accessing them in any way but via the interface we provide. You may not access, tamper with, or use non-public areas of the Services, Flashzone's computer systems, or the systems of Flashzone's providers; you may not probe the vulnerability of our systems or circumvent any security or authentication measures to access or search or attempt to access or search our Services by any means whether automated or not, other than through our public interfaces that are provided by Flashzone; scraping Flashzone is prohibited. Creating content that interferes with our service or interferes with users' enjoyment of our service, such as spamming, flash bombing or message bombing, is prohibited as is creating content that creates an undue burden on our systems.

You agree not to disseminate malicious code, viruses, worms, or any type of malware into Flashzone nor disrupt, damage, disable or interfere with security features of Flashzone. You agree not to attempt to gain unauthorized access to Flashzone.

13. Content and Information Exchange

Any information exchanged through the Services could be construed as Sensitive Data. If You decide to exchange or use information obtained through the Services with a third-party, Flashzone has no control over how those third-parties may use that information. You are solely responsible for the exchange of your personal information, PHI, or data protected by intellectual property laws.

You retain your rights to any Content you submit, post or display on or through the Services. It is yours and remains yours, and that includes your photos, videos, and audios.

You affirm that you have the right to post your content and have all the necessary permissions, licenses, and consent to post material from other persons, including permission to post their likeness, and on that basis, Flashzone allows the inclusion of such content. You retain ownership rights to your content.

To the extent that you provide Sensitive Data, copyrighted, or data otherwise protected by intellectual property laws on behalf of another person to Flashzone, Users acknowledge that these Terms will apply to the transfer of any such data. The User has an affirmative obligation to secure as necessary the Sensitive Data or proprietary data that he/she provides, exchanges, or uploads to the Services, so that it does no harm in any way.

14. Account Registration and Security

Users are responsible for safeguarding the password that they use to access the Service and for any activities or actions under his/her username and password. Therefore, you must not share or disclose your password with anyone. Flashzone recommends that you should use a



“strong” password for each account that is unique to You or to access any account and one that is not used on any other service or account, e.g., a password that is not a dictionary term or other word, and combines numbers, upper case letters, lower case letters, and non-alphanumeric characters. The User acknowledges that passwords may be compromised no matter how strong the password. Flashzone is not liable to you for any loss or damage arising from any third-party accessing or using your account without your permission, regardless of how the third-party accesses your account.

Please take precautions to protect your username and password. Contact us at admin@flashzone.com if you believe your account has been accessed by an unauthorized person or compromised in any fashion.

15. Protecting Other People’s Rights

We respect other people’s rights and expect users to do the same. You will not post content or take any action on the Services that infringes or violates someone else’s rights or otherwise violates the law. We can remove any content or information on the Services if we believe, based solely on our judgment and within our sole and exclusive discretion, that it violates these Terms, our policies, or the spirit of the Flashzone community.

If we remove your content for any reason, and you believe we removed it by mistake, you have the ability to appeal that decision by sending an email to admin@flashzone.com explaining why you believe that Flashzone should permit the content. It is within the sole and exclusive judgment of Flashzone whether the content is ultimately determined to be re-uploaded. If you repeatedly infringe other people’s legal rights, we reserve the right to disable your account.

16. Additional Terms

Our rights:

We reserve the right at all times (but are not obligated) to remove or refuse to collect or distribute any content on the Services, to suspend or terminate Users, and to reclaim usernames and change passwords without liability to the Users. We also reserve the right to access, read, preserve, and disclose any data, information or other content as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms and the applicable user Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Flashzone, its users, and the public.

Affinity Groups and Liability

You understand and agree that any funds paid for a fam (affinity group) subscription/ membership or for any other reason is between the user and the fam founder(s). We collect these funds as a convenience, and we are not responsible for disputes between users and fams, and are not liable for any loss or damages whatever. However, we may attempt to help resolve disagreements, if possible, but that is the full extent of our involvement and you understand that and agree that it is acceptable to you.

Entire Agreement:



These Terms, together with the Privacy Policy, which is incorporated herein by this reference as if set forth herein in its entirety, constitute the entire, complete and exclusive agreement between User and Flashzone regarding the Services, and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms and/or the Privacy Policy.

Amendments to these Terms:

We reserve the right to modify, supplement, or replace these Terms, effective upon no less than thirty (30) days prior written notice. Upon opening the Services for the first time after any changes to these Terms are made, you will be prompted to review the Terms within the Services. Your continued use of the Services after any such update or modification shall confirm your agreement to the modified version of the Terms. If you do not want to agree to changes to the Terms, you may terminate your account with us, or otherwise terminate your use of the Services, prior to the modified Terms taking effect, in which case the prior set of Terms in effect as of the date of termination shall continue to control any disputes or other issues that may arise regarding your use of the Services. Only modifications, supplements or replacements of these Terms as stated in this provision shall be valid and effective to amend the Terms. Any other purported amendments shall be void and of no force or effect.

No Informal Waivers, Agreements or Representations:

Any failure by any party to act with respect to a breach of these Terms by the User or others does not waive any right to act with respect to that breach or any subsequent breaches. Except as expressly and specifically contemplated by the Terms, no representations, statements, consents, waivers or other acts or omissions by any party, Flashzone or its Affiliates shall be deemed legally binding on the other party or its Affiliates, unless expressly and specifically documented in a writing that refers to the Terms and states expressly the intent to modify or supplement the Terms, and that an authorized officer of Flashzone has executed physically or electronically.

Severability:

If any provision of these Terms is found by an arbitrator or court of competent jurisdiction to be illegal, void, or unenforceable, the provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to affect the intention of the parties with respect to the provisions within the context of the overall Terms. If a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms will not be affected.

17. Flashzone User Content

By submitting, posting or displaying Content on or through Flashzone you grant us a worldwide, non-exclusive, royalty-free license, for us and associated companies, partners, or sub-licensees, to use, copy, reproduce, adapt, modify, publish, transmit, display and disseminate such content in any media now known or later developed, and in any format. This license authorizes us to make your Content available worldwide, and to promote and syndicate it. Such additional uses by Flashzone, or other companies, organizations, or individuals, may be made with no compensation paid to you with respect to the content that you submit, post, transmit or make available to and through Flashzone. You agree that such content will not contain material



subject to copyright or other proprietary rights, unless you have permission or are legally entitled to post the material and to grant Flashzone the license described above.

18. Non-Personal Use

By accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity. Please contact us at email address: business@flashzone.com to register a business to our commercial program. Businesses must be registered in our commercial program to use the Flashzone Services such as posting Flashes, reposting ReFlashes, Fashtags, and the like. A business, entity, or person using Flashzone Services without permission may have their account suspended or removed at any time. Continued use by such an entity or person of Flashzone services without registering shall not be construed as de facto permission to use the Services.

19. User Safety

We reserve the right to store, read, and disclose any information we believe is necessary to satisfy legal requirements and governmental requests, investigate violations of terms of service, address allegations of fraud and violations of security, in the course of user support, and to protect the safety of Flashzone users and public safety. Flashzone does not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

We do not conduct screenings of our users. We do not do criminal background checks. We advise users to use common sense when dealing with individuals they don't know. Flashzone is not responsible for adverse consequences due to your use of our service, including legal consequences.

20. User Responsibility for Content

Flashzone users may post content that you may find personally objectionable. Flashzone does not endorse content and is not obliged to remove any content. We are not able to monitor content at all times. We are not responsible for user posted content as to its accuracy, safety, or reliability. In some cases, users may have posted content that has been mislabeled or is otherwise deceptive. All Content is the sole responsibility of the person who originated such content. Flashzone cannot take responsibility for user content. We reserve for ourselves the right, however, to remove content for any reason.

21. Feedback

Any ideas or feedback you submit to Flashzone will be considered and treated as non-confidential and nonproprietary to you. You will not receive compensation for ideas you submit to us, so please do not submit information that you consider confidential or proprietary or for which you expect to be paid. Flashzone is permitted to use ideas, feedback, and information submitted in any manner that we deem fit.

22. User Content and Data



Your data will be processed in the United States and you consent to this. You also consent to your data being processed in any other jurisdiction in the world. You are responsible for compliance with local law. Regardless of your place of residence, your use of our services in governed by New York State, US Law.

Any user content you submit to Flashzone may be reproduced and disseminated worldwide on Flashzone and on applications and websites associated with Flashzone. The same applies to location-origin (by neighborhood) information for USER-posted content and users' GENERAL neighborhood location, NOT EXACT LOCATION. Precise and non-precise LOCATION IS USED ON THE FLASHZONE BACKEND IN ORDER TO PROVIDE USER SERVICES AND IS NOT SHARED. DEFAULT FLASHZONE SETTINGS DO NOT SHOW EXACT LOCATION TO OTHER USERS. IF A USER WISHES TO SHOW THEIR EXACT LOCATION, THIS MAY ONLY BE DONE FOR A LIMITED TIME DURATION BY CHOOSING AFFIRMATIVELY TO DO SO AND GRANTING PERMISSION TO DO SO.

You hereby grant, represent, and warrant that you have the right to grant to Flashzone an irrevocable, royalty free, and fully paid worldwide license to do so.

You agree to forever and irrevocably waive any claims and assertions of legal or moral rights of any kind with regard to your user content, nor will you be entitled to compensation for your user content. You also grant to Flashzone the right to sell or transfer your user content to a third-party in the event of a sale of Flashzone or the assets of Flashzone or a transfer of the ownership of Flashzone or its assets for any reason.

23. Advertisers and Third Parties

Flashzone is not responsible for advertisers or third parties whose links are found on Flashzone. Users should exercise due diligence when visiting websites. We cannot vouch for accuracy of information of third parties. Your business dealings with third parties are between you and them. We are not responsible for any transactions between you and them even if their links and advertising appear on Flashzone. You agree not to hold Flashzone responsible for any losses or damages that you suffer as a result of transactions with advertisers or individuals and entities with links on Flashzone or individuals whom you communicate with through Flashzone.

In consideration for Flashzone granting you and others access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on Flashzone or in connection with the display of content or information on Flashzone whether submitted by you or others.

24. Restrictions on Use

You may not copy or misuse Flashzone's software program or interfere with Flashzone services in any way. You understand that Flashzone will upgrade its services from time to time and you consent to automatic upgrades and agree that the present agreement will remain in force through any upgrades. All terms and conditions will continue to apply until the next agreement is announced.



Any open source or third-party code used in Flashzone fall under applicable license, such as EULA, authorizing the use of such code, if there is a license. Nothing in this present agreement changes your rights with regard to open source or third-party code.

Flashzone reserves all rights not expressly granted under this agreement.

25. Choice of Law and Arbitration Clause

These Terms and any action related thereto will be governed by the law of New York, and the federal laws of the United States of America, without regard to or application of any conflict of laws provisions or principles. Any dispute between us or arising out of these Terms, their performance, or the Service shall be determined by one arbitrator in binding arbitration administered by the American Arbitration Association (“AAA”) pursuant to its Commercial Arbitration Rules. The language of the arbitration shall be English.

To accommodate parties and witnesses that may be distant from each other, each hearing shall be conducted and all testimony shall be entered by audio conference or video conference. The award of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court or other tribunal of competent jurisdiction.

Proceedings will be conducted on an individual basis. Neither the User nor Flashzone may seek to have a dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another proceeding without the prior written consent of all parties to the arbitration or proceeding. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts will be severed and will be administered by the AAA pursuant to its Supplementary Rules for Class Arbitrations, with the remaining parts proceeding in individual arbitration.

26. App Store and Third Parties

This agreement is between you and Flashzone, not between you and the App Store. You agree to comply with all terms and conditions of the App Store in whatever jurisdiction you download Flashzone.

You further acknowledge that this agreement is between you and Flashzone, not Apple, and that Apple is not responsible for Flashzone Services. The license granted to you for Flashzone software is limited to a non-transferable license to use Flashzone on an iOS product that you have permission to use under the rules set forth in the Apple App Store terms of service. Apple is not responsible for providing maintenance or support services for Flashzone software. Apple is not responsible for any claims that Flashzone software does not conform to legal or regulatory requirements.

You understand and agree that Apple and Apple’s subsidiaries are third-party beneficiaries of this agreement. Your acceptance of the terms and conditions of this agreement will give Apple the right to enforce this agreement against you as a third- party beneficiary of the agreement.

This agreement is the entire agreement between us and shall not be modified except in writing.



Flashzone Services are offered by Flashzone LLC, 100 Fisher Ave (322), White Plains, NY 10602. Email: admin@flashzone.com

