Terms and Conditions

Please find below the latest ZooDAO terms and conditions ("Terms").

Please read these Terms carefully. Access to, and use of ZooDAO products ("Products"), ZooDAO services ("Services"), and the ZooDAO Website/App. ("Website/App."), including any of its content, is conditional on your agreement to these Terms. You must read, agree with, and accept all the terms and conditions contained in these Terms. By creating an account, or by using or visiting our Website/App., you are bound to these Terms and you indicate your continued acceptance of these Terms.

1. ZooDAO

You may not use false or misleading information in connection to your account, or trade on the name or reputation of others, and ZooDAO may change or remove any information that it considers inappropriate or unlawful, or otherwise likely to expose ZooDAO to claims of third parties.

You are responsible for taking reasonable steps to maintain your confidentiality.

ZooDAO will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

You shall take full responsibility of any past, present and future transactions (including stacking of funds).

ZooDAO will not be liable for any acts or omissions by you or anyone resulting in funds loss or any kind of issue.

2. Acceptance of own responsibility

You may bear in mind that ZooDAO Website/App, Products and/or services will not be held accountable for any external issues resulting in the loss of funds or any other kind of issue. ZooDAO will not be responsible for:

Personal and financial issues that may result in addictive behavior;

Personal and financial outcome (positive or negative) resulting from transactions within ZooDAO systems and partners;



3. Responsibility of Users of the Website/App., Products, and/or Services

Your access to, and all of your use of the Website/App., Products, and/or Services must be lawful and must be in compliance with these Terms, and any other agreement between you and ZooDAO.

When accessing or using the Website/App., Products, and/or Services, you must behave in a civil and respectful manner at all times. We specifically prohibit any use of the Website/App., Products, and/or Services, and you agree not to use the Website/App., for any of the following:

Engaging in conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation that would fail to comply with accepted internet protocol;

Communicating, transmitting, or posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;

Communicating, transmitting, or posting material that reveals trade secrets, unless you own them or have the permission of the owner;

Communicating, transmitting, or posting material that infringes on any other intellectual property, privacy or publicity right of another;

Attempting to interfere in any way with the Website/App., or our networks or network security, or attempting to use our Website/App. to gain unauthorized access to any other computer system;

Accessing data not intended for you, or logging on to a server or account, which you are not authorized to access;

Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);

Attempting to interfere or interfering with the operation of the Website/App., Products, and/or Services, or our provision of Services to any other users of the Website/App., our hosting provider or our network, including, without limitation, via means of submitting a virus to the Website/App., overloading, "flooding", "mail bombing" or "crashing" the Website/App..



In addition, if you operate an account, contribute to an account, post material to the Website/App., post links on the Website/App., or otherwise make material available by means of the Website/App. (any such material, "Content"), you are solely responsible for the content of, and any harm and damages resulting from that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;

if your employer has rights to intellectual property you create, you have either (i) received written permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a written waiver as to all rights in or to the Content;

you have fully complied with any third party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;

the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;

the Content is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unethical or unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

the Content is not obscene, libelous, hateful or racially or ethnically objectionable, and does not violate the privacy or publicity rights of any third party.

If you delete Content, ZooDAO will use reasonable efforts to remove it from the Website/App. and our servers, but you acknowledge that caching or references to the Content may not be made unavailable to the public immediately.

You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. ZooDAO shall take reasonable precautions to prevent the transmission of harmful content from its technology systems to your technology systems.



ZooDAO disclaims any liability for any harm or damages resulting from your access or use of the Website/App., Products, and/or Services, or access or use of non-ZooDAO Website/App.s.

ZooDAO has the right (though not the obligation) to (i) refuse or remove any Content that, in ZooDAO reasonable opinion, violates any ZooDAO policy or is in any way harmful or objectionable, or (ii) terminates or denies access to and use of the Website/App., Products, and/or Services, to any person for any reason, in ZooDAO sole discretion.

4. Content Posted on Other Website/App.s

We have not reviewed, and cannot review, all of the material, including computer software, made available through the Website/App.s and webpages to which ZooDAO links, and that link to ZooDAO. ZooDAO does not have any control over those non- ZooDAO Website/App.s and webpages, and is not responsible for their contents or their use. By linking to a non- ZooDAO Website/App. or webpage, ZooDAO does not represent or imply that it endorses such Website/App. or webpage.

5. Copyright Infringement

As ZooDAO requires others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Website/App. violates your copyright, you are encouraged to notify ZooDAO. ZooDAO will, as it is able, respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material.

In the case of a user who may infringe or repeatedly infringes upon the copyrights or other intellectual property rights of ZooDAO or others, ZooDAO may, in its discretion, terminate or deny access to and use of the Website/App., Products, and/or Services. In the case of such termination, ZooDAO will have no obligation to provide a refund of any amounts previously paid to ZooDAO to any person in respect of any such termination.

6. Trademarks

ZooDAO, the ZooDAO logo, and all other trademarks, service marks, graphics and logos used in connection with the Website/App., Products, and Services, are trademarks or registered trademarks of ZooDAO. Other trademarks, service



marks, graphics and logos used in connection with the Website/App., Products, and Services, may be the trademarks of other third parties in which case such license is for the exclusive benefit and use of us unless otherwise stated, or may be the property of their respective owners. Your use of the Website/App. grants you no right or license to reproduce or otherwise use any ZooDAO or third party trademarks. Likewise, you grant no right or license to reproduce or otherwise use any of your trademarks, service marks, graphics and/or logos, unless expressly authorized by you.

7. Changes

The configurations and specifications of the Website/App., including without limitation all content there available, the Products, and the Services may be amended and/or updated from time to time, at the sole discretion of ZooDAO. You are bound by any such changes or updates, unless such changes materially diminish the functionality and value of the Website/App., Products and/or Services.

8. Your Representations and Warranties

You represent and warrant that your use of the Website/App., Products, and/or Services will be in accordance with any agreement between you and ZooDAO, the ZooDAO Privacy Policy, these Terms, and with any applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which you reside, and with any other applicable policy or terms and conditions.

9. Indemnification

Subject to the limitations set forth herein, the Parties agree to defend, indemnify, and hold each other harmless, including its subsidiaries and affiliates, their respective directors, officers, employees or agents, and other representatives, from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable attorneys' fees and court costs), arising out of, relating to or in connection with (i) a material violation of these Terms, or any agreement between the Parties, or (ii) any allegation that any information or material (including any Content) violates any rights of any third party.



You understand and agree that, by using the Products and/or Services, you are solely responsible for any data, including personally identifiable information, collected or processed via our Products and/or Services. You will defend, indemnify, and hold ZooDAO harmless, without any limitation, for all damages in connection to (alleged) violations of any privacy laws through the use of the Products and/or Services under your account.

A Special Note About Children

The Website/App. is not designed or intended for use by children under the age of 18, and our Products and Services may not be purchased by children under the age of 18. We do not intentionally gather personal information from visitors who are under the age of 18. If you are under the age of 18, you are not permitted to submit any personal information to us. If you are under the age of 18, you should use the Website/App. only with consent of a parent or guardian.

