

Zennoa Website Terms of Use

Welcome to the zennoa.com website (the “Website”) of Zennoa, LLC (“Zennoa” or “us” or “we”). You (the “User”) have requested access to the Website, the Services (defined below) that we provide through the Website and information, images, graphics, data, text, files, links, photographs, graphics, audio, video, messages, software, messages, communications, content, organization, design, compilation, magnetic translation, digital conversion, HTML, XML, Java code and other content related to the Website (collectively “Content”). Please carefully read the terms and conditions of use of the Website and Content (these “Terms of Use”). Your access and use of the Website and Content is conditioned on your acceptance and agreement without modification to these Terms of Use. By clicking the “I Accept” button below, you agree to be bound by these Terms of Use. By clicking the “I Do Not Accept” button below, you will not be permitted access to the Website. Please note that other portions of the Website may contain additional and/or different terms and conditions of use.

Access

We may provide you with a variety of resources, such as news and information about Zennoa, your account information, the ability to communicate electronically with Zennoa, and access to services and information available from time to time on or through the Website (the “Services”). We reserve the right in our sole and absolute discretion to terminate, modify, or suspend your access to the Website, Content or Services at any time (for any reason, or for no reason). In particular, and without limitation, we may terminate, modify, or suspend your access to the Website, Content and/or Services upon your non-compliance with these Terms of Use, and, if you are an affiliate of Zennoa, your Affiliate Agreement (the “Zennoa Agreement”) or if you violate our rights or the rights of any other party.

Privacy

Our Privacy Policy is incorporated into, and made a part of, these Terms of Use.

Conduct

You represent and warrant that (a) you are at least 18 years of age, (b) your use of the Website and Content is legal in, and does not violate any laws or rules of, the jurisdictions in which you reside or from which you use or otherwise access the Website, (c) all information (if any) provided by you to us is correct, (d) you possess the legal right and ability to enter into these Terms of Use, (e) your use of the Website and Content shall be in accordance with these Terms of Use (and if you are an affiliate of Zennoa, the Zennoa Affiliate Agreement and Policy Manual), (f) your use of the Website and Content shall be in accordance with all applicable laws and regulations, (g) you are capable of assuming, and do assume, any risks related to the use of the Website and Content, and (h) you understand and accept the terms, conditions and risks relating to the use of the Website and Content.

You may not copy, transmit, distribute, sell or publish any or all of the Website, Content or Services, without our prior, express and written consent. In your use of the Content, such as printing it, you may not remove or alter, or cause to be removed or altered, any notice, mark, or legend in or on the Content, including, but not limited to, copyright notices, trademarks, and disclaimers. You may not create derivative works of the Website or Content. In connection with your access to, and/or use of, the Website and Content, you agree not to:

- i. Use the Website, Content or Services, in whole or in part, except as expressly provided in these Terms of Use or use the Website or Content for any purpose that is unlawful, immoral, or prohibited by these Terms of Use or any applicable local, state, or federal law, rule, or regulation;

- ii. Use the Website, Content or Services in any manner that could damage, disable, overburden, or impair the Website, Content or Services, or interfere with any other party's use and enjoyment of the Website, Content or Services;
- iii. Obtain, or attempt to obtain, any materials, information, or other Content through any means not intentionally made available or provided for through the Website;
- iv. Circumvent, or attempt to circumvent, any security feature of the Website;
- v. Modify, delete, decompile, disassemble or reverse engineer the Website, Content or Services in any way whatsoever;
- vi. Upload, e-mail or otherwise transmit to or through the Website or Services, any advertising, promotional, or other unauthorized communication, including, without limitation, "junk mail," "surveys," unsolicited e-mail, "spam," "chain letters," or "pyramid schemes";
- vii. Upload, post, email, or otherwise transmit any material that contains "trojan horses," "worms," software viruses, or any other computer code, files, or programs designed to or that might interrupt, destroy, interfere or limit the functionality of the Website, Content or Services, or any computer software or hardware or telecommunications equipment;
- viii. Use any automated means, including, but not limited to, electronic "spiders," "robots," or "crawlers," to download data from any of our databases; or
- ix. Incorporate data from any of our databases into any emails or other "white pages" products or services, whether browser-based, based on proprietary client-side applications, or web-based, without our prior, express and written consent.

Intellectual Property Rights

Unless otherwise indicated, our Website and Content are property of Zennoa, its affiliate entities, its licensors or other third parties and are protected under applicable copyright, trademark, patent, and other intellectual property rights and laws. Except as specifically allowed in these Terms of Use, the copying, redistribution, use, or publication by you of the Content is strictly prohibited. No ownership or other interest or license in or to any patent, copyright, trademark, trade secret and other intellectual property rights or to the Content are being granted, assigned or transferred in these Terms of Use or by reason of your access to, and use of, the Website, Content or Services.

All trademarks, service marks, trade names and copyrights displayed on the Website or in the Content are proprietary to us or their respective owners. You acquire no rights or licenses in or to any trademarks, service marks, trade names or copyrights displayed on the Website.

Access to the Website and Content, and use of our Services, are being provided for your business use only. You may not reproduce, republish, distribute, assign, sublicense, retransmit, sell, or prepare derivative works of the Website or Content, or resell or make our Services available to others. All rights in and to the Website and our Content not expressly granted in these Terms of Use remain in us or in our licensors.

Confidential and Proprietary Information

During the course of your use of the Website, you may have access to information which is confidential and proprietary to us or our suppliers, licensors, or other similar entities. The term "Proprietary Information" means any information or material which is proprietary and confidential to us or our suppliers, licensors or other similar entities, and includes any of the following information and material licensed, owned or developed by any such party or its agents: business records and plans; business information; product formulation and specifications; marketing plans and strategies; financial statements; distributor lists and information, genealogies, compensation plans and financial information, customer lists and records; technical information; inventions; product design; information; services; pricing structure; discounts; computer programs and listings; source code and/or object code; software; and any other such proprietary information. You understand and acknowledge that the Proprietary Information is

owned, obtained or licensed by us or our suppliers, licensors, or other similar entities, by the investment of significant time, effort and expense, and that the Proprietary Information is a valuable, special and unique asset of ours or our suppliers, licensors, or other similar entities, which provides us with a significant competitive advantage. Therefore, you must hold in confidence and not disclose the Proprietary Information to any person or entity without our prior written consent. You shall be liable for any and all breaches of Terms of Use and any unauthorized use or disclosure of Proprietary Information. If you become compelled by applicable law, regulation or legal process to disclose any of the Proprietary Information, you shall promptly provide us with notice in order for us to seek a protective order or other appropriate remedy. Further, if you become compelled to disclose any of the Proprietary Information, you must disclose only that portion of the Proprietary Information you are legally required to disclose as confirmed by a legal opinion of your counsel at your expense. Upon our request, you shall return all materials containing Proprietary Information.

Indemnification

You shall indemnify, defend, and hold us, our affiliates and our licensors, owners, officers, directors, employees, subcontractors, information providers, suppliers, attorneys, agents, parents, subsidiaries and affiliated entities, and the owners, officers, directors, employees, subcontractors, attorneys, agents, parents, subsidiaries and affiliated entities of each of them (collectively, "our Affiliated Parties") harmless from any liability, loss, claim, damages, suit, judgment, cost or expense, including, but not limited to, reasonable attorneys' fees, related to your (a) failure to comply with any of these Terms and Conditions or (b) use of the Website or Content. We have no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, these Terms and Conditions, the Website, or your access to or use of the Website or Content.

Disclaimers

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE WEBSITE, THE SERVICES OR THE CONTENT CONTAINED ON THE WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND ALL SUCH CONTENT, SERVICES, SOFTWARE AND PRODUCTS ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." WE DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, ARISING OUT OF, OR IN CONNECTION WITH, THE WEBSITE, SERVICES AND CONTENT, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING AND ANY LIABILITY WITH REGARD TO THE WEBSITE, CONTENT AND SERVICES AND ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN ANY SERVICE.

YOUR USE OF THE WEBSITE, SERVICES AND CONTENT IS AT YOUR SOLE RISK. ALTHOUGH OUR CONTENT MAY BE UPDATED FROM TIME TO TIME, IT MAY BE OUT OF DATE AND/OR MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. WE ARE NOT RESPONSIBLE FOR YOUR INABILITY OR FAILURE (FOR ANY REASON) TO ACCESS THE WEBSITE OR CONTENT OR OTHERWISE USE OR RECEIVE INFORMATION OR SERVICES FROM OR REGARDING THE WEBSITE, CONTENT, OR YOUR PURCHASES FROM US. WE DO NOT WARRANT THAT THE WEBSITE, PRODUCTS OR SERVICES WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS OR THAT THE WEBSITE OR ANY SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

WE ARE NOT RESPONSIBLE OR LIABLE FOR MAINTAINING ANY CONSUMER DATA OR FOR THE DELETION, CORRUPTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE OF ANY CONSUMER DATA OR FOR ANY THIRD PARTY ACCESS TO ANY CONSUMER DATA.

WE MAKE NO WARRANTY OR REPRESENTATION AS TO THE LEVEL OF SUCCESS, IF ANY, INDIVIDUALS MAY ACHIEVE BY USING ANY OF OUR PRODUCTS OR SERVICES. INDIVIDUAL RESULTS MAY VARY AND DEPEND

ON MANY FACTORS INCLUDING AN INDIVIDUAL'S SPECIFIC FINANCIAL SITUATION, EFFORTS AND ACTIONS. YOU SHOULD SEEK THE ADVICE OF QUALIFIED PROFESSIONALS SUCH AS AN ACCOUNTANT, ATTORNEY AND/OR PROFESSIONAL ADVISOR FOR SPECIFIC ADVICE FOR YOUR BUSINESS.

FURTHER, WE AND OUR LICENSORS MAKE NO REPRESENTATION OR WARRANTIES THAT THE CONTENT OR THE SERVICES OR THE MATERIALS AND TECHNOLOGY AVAILABLE ON OR THROUGH THE WEBSITE ARE APPROPRIATE OR AVAILABLE FOR USE IN ALL GEOGRAPHIC LOCATIONS. IF YOU USE THE WEBSITE, THE SERVICES OR ANY MATERIALS OR TECHNOLOGY AVAILABLE ON OR THROUGH THE WEBSITE OUTSIDE THE UNITED STATES OF AMERICA, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, INCLUDING WITHOUT LIMITATION, EXPORT AND IMPORT REGULATIONS OF OTHER COUNTRIES. NEITHER WE NOR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT SITE, ITS SERVERS OR ANY E-MAIL SENT FROM THE WEBSITE OR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Use of Services

By way of example, and not as a limitation, you agree that when using our Content, Services or any other portion of the Website, you will not:

- i. Modify, delete, decompile, disassemble or reverse engineer the Website, Content or Services in any way whatsoever;
- ii. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- iii. Use the Services except as expressly provided in these Terms of Use or publish, transmit, copy, reproduce, e-mail, post, upload, distribute, or disseminate (or use the Website or Content to do any of the foregoing with respect to) any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information;
- iv. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
- v. Upload files that contain viruses, corrupted files, or any other similar software or program that may damage the operation of another's computer;
- vi. Advertise or offer to sell or buy any goods or services for any business purpose, unless such Service specifically allows such messages;
- vii. Conduct or forward surveys, contests, pyramid schemes, chain letters, junk mail, spam, unsolicited e-mail, or any advertising, promotional, or unauthorized communication;
- viii. Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- ix. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software, or other material contained in a file that is uploaded;
- x. Restrict or inhibit any other user from using and enjoying the Services or any other portion of the Website or Content;
- xi. Violate any code of conduct or other guidelines that may be applicable for any particular Service or any other portion of the Website or Content;
- xii. Harvest or otherwise collect information about others, including, but not limited to, e-mail addresses, without their prior, express, and written consent;
- xiii. Violate any applicable laws, rules or regulations;
- xiv. Use the Services if you are located in a country embargoed by the U.S. or are on the U.S. Treasury Department's list of Specially Designated Nationals; or
- xv. Share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.

We have no obligation to monitor the Services, the Website or Content. However, we reserve the right to review materials posted to a Service and to remove any materials in our sole discretion. We assume no liability relating to our monitoring acts or omissions.

We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, rule, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in our sole discretion.

Materials uploaded to a Service may be subject to posted limitations on usage, reproduction, and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Information Provided to Us

Subject to the Privacy Policy, any and all information, data, sound, photographs, videos, and works of authorship that you provide to us, including all comments and suggestions (collectively “Visitor Generated Content”), you grant us a non-exclusive, transferable, assignable, sublicenseable, perpetual, irrevocable, worldwide, royalty-free, and fully paid-up license to use, possess, copy, distribute, sell, sublicense, disclose, display publicly, perform, modify, make, have made, import, export, and prepare derivative works of such Visitor Generated Content through multiple tiers of distribution in any and all media now known or hereafter invented.

No compensation will be paid with respect to the use of your Visitor Generated Content, as provided herein. We are under no obligation to post or use any Visitor Generated Content you may provide and may remove any Visitor Generated Content at any time in our sole discretion.

By posting, uploading, inputting, providing, or submitting your Visitor Generated Content, you represent and warrant that you own or otherwise control all of the rights to your Visitor Generated Content as described in this section including, but not limited to, all the rights necessary for you to provide, post, upload, input, or submit the Visitor Generated Content.

You are legally responsible for all Visitor Generated Content uploaded, posted, or stored through your use of the Services.

Our Services may include bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other messaging facilities designed to enable you to upload or distribute information, materials and other content, or to communicate with the public at-large or with a group. You are solely responsible for all information, images, graphics, data, text, files, links, software, messages, communications, and other materials (the “End User Content”) that you (or someone using your account) publicly or privately publish, post, distribute, display, disseminate, or otherwise transmit via the Website. We do not control or necessarily screen or monitor the End User Content posted on the Website and, as such, we do not guarantee the accuracy, integrity, or quality of such End User Content. We reserve the right, in our sole and absolute discretion, to edit, delete, or record any End User Content appearing on the Website. You understand that entering or using the Website may expose you to End User Content that is offensive, indecent, or objectionable to you. You agree to use the Services only to post, send, and receive messages and material that are proper and related to the particular Service. You grant to us a limited non-exclusive, transferable, assignable, sublicenseable, irrevocable, worldwide, royalty-free, and fully paid-up license to use, possess, copy, distribute, sell, sublicense, disclose, display publicly, perform, modify, make, have made, import, export, and prepare derivative works of the End User Content for purposes of providing to you the Services for which the End User Content was provided.

Special Notice Regarding Copyright Infringement

You may not use our Services to infringe copyrights. We will attempt to terminate Service to anyone who we become aware is repeatedly using our Services in violation of copyright law. IT IS YOUR SOLE RESPONSIBILITY TO USE THE SERVICES IN COMPLIANCE WITH ALL APPLICABLE COPYRIGHT LAWS.

We reserve the right to take any and all action we deem appropriate if we become aware of conduct that we believe does not conform to the requirements of this policy, any agreement pursuant to which you use our Services or any software that utilizes them, these Terms of Use for the Website or applicable law.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR AFFILIATED PARTIES SHALL HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY CONTENT OR OTHER INFORMATION OR SERVICE RELATED TO THE WEBSITE AND SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR LITIGATION), (I) ARISING FROM ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE CONTENT OR OUR PRODUCTS OR SERVICES, (II) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE OR CONTENT, OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE, CONTENT, OR RELATED SERVICES, OR FROM THE USE OR MISUSE OF ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, RELATED GRAPHICS, AND CONTENT OBTAINED THROUGH THE WEBSITE, (III) ANY INCORRECT OR MISSING INFORMATION OR DATA, OR (IV) OTHERWISE ARISING OUT OF OR RESULTING FROM LOSS OF YOUR DATA OR INFORMATION, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE ARE NOT RESPONSIBLE FOR INTERRUPTED, INACCESSIBLE OR UNAVAILABLE NETWORKS, SERVERS, SATELLITES, INTERNET SERVICE PROVIDERS, WEBSITES, OR OTHER CONNECTIONS, OR FOR MISCOMMUNICATIONS, FAILED, JUMBLED, SCRAMBLED, DELAYED, OR MISDIRECTED COMPUTER, TELEPHONE OR CABLE TRANSMISSIONS, OR FOR ANY TECHNICAL MALFUNCTIONS, FAILURES OR DIFFICULTIES.

THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY. ANY CLAUSE DECLARED INVALID SHALL BE DEEMED SEVERABLE AND NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINDER OF THESE TERMS OF USE.

Links

The Website may, from time to time, contain links to or reference third party websites, resources and advertisers (collectively, "Third Party Sites"). Your linking to such Third Party Sites is at your own risk. We are not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information made on the Third Party Sites. We do not investigate, monitor, or check such Third Party Sites for accuracy or completeness. We are not responsible for the availability of these Third Party Sites, nor are we responsible for the aesthetics, appeal, suitability to taste or subjective quality of informational content, advertising, products or other materials made available on or through such Third Party Sites. We are providing these links to you only as a convenience and may discontinue providing such links at any time in our sole discretion without notice to you. No endorsement of any third party content, information, data, opinions, advice, statements, goods, services or products is expressed or implied by any information, material or content of any Third Party Site contained in, referred to, included on, or linked from or to, the Website. If you decide to leave the Website and access these Third-Party Sites, you do so at your own risk. Under no circumstances shall we or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to you

in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third Party Sites. You should direct any concerns to the respective Third Party Site's administrator or webmaster. Any links to Third Party Sites do not imply that we are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through such links, or that any linked Third Party Site is authorized to use any trademark, trade name, logo or copyright symbol of ours.

Linking to Our Corporate Site

If you are an affiliate of Zennoa, you are granted a limited, non-exclusive right to create a hypertext link to the Website from the self-replicating website we provide to you, provided such link is in compliance with these Terms of Use, the Zennoa Affiliate Agreement and our Policy Manual. You cannot create an impression that any subdomain on the Website is part of your website. This limited right may be revoked at any time.

Modification

We reserve the right, in our sole discretion, to change, modify, add, or remove portions of these Terms of Use at any time. You should read these Terms of Use periodically for changes. If you use the Website after we post changes to these Terms of Use, you will be deemed to have accepted the changed Terms of Use.

Governing Law

These Terms of Use shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to conflicts of law principles. Any cause of action by you with respect to the Website must be instituted within two years after the cause of action arose or be forever waived and barred. Any legal action concerning these Terms of Use shall be brought in the state and federal courts located in Utah County or Salt Lake County, Utah. The parties hereby consent to such jurisdiction and venue.

Relief Available for Violation

In the event of an actual or threatened violation of these Terms of Use, these Terms of Use may be enforced by injunctive relief or specific performance without proof of actual damages but upon proof of all other requirements for the grant of such relief, in addition to any and all other available remedies.

Miscellaneous

The provisions of these Terms of Use are severable, and in the event any provision of these Terms of Use is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions. Our waiver of a breach of any provision of these Terms of Use by you shall not operate or be construed as a waiver by us of any subsequent breach by you.

This Section, and the provisions of these Terms of Use addressing disclaimers of representations and warranties, indemnity obligations, intellectual property and governing law, shall survive the termination of these Terms of Use.

These Terms of Use do not limit any rights or remedies that we or our suppliers, licensors, or other similar entities, may have under trade secret, copyright, patent, trademark or other laws.

These Terms of Use, and our Privacy Policy, and any end user click-through agreements contained on the Website and, if you are an affiliate of Zennoa, your Zennoa Affiliate Agreement and the Policy Manual, constitute the entire agreement between us with respect to your use of the Website, and supersede all previous written or oral agreements. No waiver by either party of any breach or default hereunder shall

be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in arbitration or any judicial or administrative proceedings based upon, or relating to, these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English as spoken in the United States.

BY USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THEM AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS HEREIN, AS AMENDED FROM TIME TO TIME.

Zennoa's Privacy Policy

Ensuring the security of the personal information you submit is a priority of Zennoa. Our Privacy Policy was developed as an extension of our commitment to combine quality products and services with integrity in dealing with our users and reflects our commitment to your privacy and security.

By using our web site, you consent to the collection and use of information by Zennoa as described in this Privacy Policy.

Zennoa adheres to the privacy principles of notice, choice, onward transfer, security, data integrity, access, and enforcement.

This privacy policy covers the collection and use of data through the web site www.zennoa.com (the "Website"), and any smart phone applications developed in conjunction with the Website (collectively, the "Smart Phone Apps"). The Website and Smart Phone Apps are collectively referred to as the "Zennoa Site".

We want your use of the Zennoa Site and the services we offer to be productive and safe and we have taken great efforts to keep your information confidential and secure at all times within our system.

If you have questions or concerns regarding this statement, you should first contact us at privacy@zennoa.com.

Our Privacy Policy is designed to assist you in understanding how we collect, use and safeguard the personal information you provide to us and to assist you in making informed decisions when using our site and our products and services.

Personal Information

The Zennoa Site collects different types of personal identifiable information (PII) such as name, address, email address and phone number.

When you download and use the Smart Phone Apps, we automatically collect information on the type of device you use, operating system version, and the device identifier. We may ask for, access or track location based information from your Smart Phone Apps while downloading or using them.

We send you push notifications from time-to-time in order to update you about any events or promotions that we may be running. If you no longer wish to receive these types of communications, you may turn them off at the device level. To ensure you receive proper notifications, we will need to collect certain information about your device such as operating system and user identification information.

In order to tailor our subsequent communications to you and continuously improve our products and services, we may also ask you to voluntarily provide us with information regarding your personal or professional interests, demographics, experience with our products, and contact preferences.

Generally, you can visit the Zennoa Site without entering any PII. However, if you choose to place an order on the Zennoa Site, we require that you provide your name, mailing address, billing address, email address, phone number, credit card number and its expiration date.

All of this information is necessary for us to complete the transaction and notify you of your order status.

For affiliates, the purpose of the Zennoa Site is to manage your business, preferred members and network of affiliates. If you are an affiliate, the Zennoa Site allows you to order products and manage your business.

In order to use Smart Phone Apps or the backoffice of the Websites, you must have a Affiliate Login provided by Zennoa.

When enrolling to become a Zennoa affiliate and thereby obtain access to www.zennoa.com, we collect your PII, including your name, home or business address, telephone numbers, email address, IP address, credit card number and expiration date, bank account information (for direct deposit or direct debit), and various government-issued identifying data, including, but not limited to, your passport number, tax identification number, national ID card number, social insurance number, etc. We may also collect scanned copies of government-issued photo ID's.

This data is necessary to manage your Zennoa affiliate business for purposes of identifying who you are, placement of your affiliate business and of downline affiliates in the tree, compliance management, product ordering, recognition and rewards, and commissions calculations and payment.

If you choose to use a replicated website, we will display the PII that you expressly choose: name, Site URL, phone number.

We also collect third party personal information from customers, including their name, address, telephone number, email address, and credit card number and expiration date.

This PII is used to charge for product orders and ship product and for no other purposes.

Non-Personally Identifiable Information Collected Automatically

As is true of most web sites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, domain type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data.

We use mobile analytics software to allow us to better understand the functionality of our Smart Phone Apps on your device. This software may record information such as how often you use the application, the events that occur within the application, aggregated usage, performance data, and where the application was downloaded from. We do not link the information we store within the analytics software to any personally identifiable information you submit within the Smart Phone Apps.

Supplementation of Information

In order to protect your account, we may on occasion supplement the personal information you submitted to us with information from third party sources.

We use services from leaders in the industry to verify your identity, in order to prevent others from defrauding your account or the company.

Testimonials/Product Reviews

If you provide a testimonial or product review on the Zennoa Site, you should be aware that any personal information you submit there can be read, collected, or used by other users of these forums, and could be used to send you unsolicited messages.

For testimonials, we do obtain the customer's consent prior to posting his or her name and video testimonial.

If you enter a comment in a public forum we are not responsible for the personal information you choose to submit in these comments.

If you want to remove your personal information that is being displayed on the Zennoa Site under public pages, please contact us at privacy@zennoa.com.

How We Use Your Information

We may use your email address, mailing address and/or phone number to provide quality customer support or to reach you regarding order status, product or fulfillment issues and other customer service related activities.

We may use your email address, mailing address and/or phone number to contact you regarding new product offerings, special sales, newsletters, market research, and enforcement of the affiliate agreement and other aspects of your use of the Zennoa Site.

If, however, you do not wish to receive such communications, you have the ability to "opt-out" at any time and you will not be contacted further, unless you place a product order. In that case, we will send you an order confirmation.

From time to time, we may ask you to answer surveys regarding current or future Zennoa products, as well as to determine hours worked at each rank in the compensation plan. Participation in these surveys is always optional. Survey responses are only used in the aggregate, and are never linked to an individual.

We may occasionally share the aggregate survey data with our affiliate entities and development partners in order to facilitate new product development and improve customer service and overall customer satisfaction.

Information Sharing and Choice

Zennoa is not an "information broker."

We do not engage in the selling of the profile, contact, web usage habits, behavior, buying patterns, or demographic information of our customers, partners or users.

We use the information we collect about you to process orders, pay commissions and provide the best and most personalized service possible.

We will not use or share the PII provided to us online in ways unrelated to the ones described above without first letting you know and offering you a choice. We will also provide you the opportunity to let us know if you do not wish to receive unsolicited direct marketing materials from us and we will do everything we can to honor such requests.

Agents/Service Providers

We use third parties such as a shipping company to fulfill orders and a credit card processing company to bill you for goods and services.

We may use a chat service to assist you if you have questions while using our site or regarding your order.

When you purchase a product and use our site, we will share your name, address, telephone number, and email address as necessary for the third party to provide that service.

These third parties are prohibited from using your personal information for promotional purposes or any other purpose aside from what is necessary to provide services to us.

Business Transition

In the event Zennoa goes through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets, your personal information will likely be among the assets transferred.

You will be notified via email and/or a prominent notice on our website of any such change in ownership or control of your personal information, as well as any choices you may have regarding your personal information.

Legal Disclaimer

In addition to the circumstances described above, Zennoa may disclose or release information when we, in good faith, believe that doing so is reasonably necessary: (i) to comply with the law, judicial proceeding, court order, or legal process served on our Web site; (ii) to enforce or apply the terms of User Agreement; or (iii) to protect the rights, property or safety of the Zennoa Site, our users, or others.

Links to Other Sites

This Zennoa Site contains links to other sites that are not owned or controlled by Zennoa.

Please be aware that we, Zennoa, are not responsible for the privacy practices of such other sites.

We encourage you to be aware when you leave our site and to read the privacy policies of each and every Web site that collects personal information.

This privacy policy applies only to information collected by this Zennoa Site.

Social Media Widgets

Our Website includes social media features, such as the Facebook Like button and widgets, such as the ShareThis button or interactive mini-programs that run on our site.

These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly.

Social media features and widgets are either hosted by a third party or hosted directly on our web site.

Your interactions with these features are governed by the privacy policy of the company providing it.

Tracking Information

Zennoa does not track users of Zennoa Site online activity over time or allow other parties to do this on the Zennoa Site.

Log Files

Like most every web site, the Zennoa Site records certain tracking information any time someone visits the site.

For every web page that is viewed, our web server records an IP address, the operating system, browser version and the name of the page that was viewed.

We use a third-party tracking service that uses tracking technologies to track non-personal information about visitors to our site.

This information is not linked to any specific user and is used in the aggregate to maintain, track performance and improve the Zennoa Site.

Cookies

A cookie is a small piece of information that is stored by your browser on your computer's hard drive.

The Zennoa Site uses cookies for the sole purpose of uniquely identifying our users and securing their personal information.

We also use cookies to track your order process without requiring reentry or re-verification of password or personal information on each page of the site.

Rather than storing this information on Zennoa's server, the cookie is stored in your computer and is activated only when you visit the Zennoa Site.

Your privacy and security are not compromised when you accept a cookie from the Zennoa Site.

No one can access the information except Zennoa.

Third Party Tracking Technologies

Some of our business partners use cookies and web beacons on our site.

We do not have access or control over these third party trackers.

Clear Gifs (Web Beacons/Web Bugs)

We may employ a software technology called clear gifs (aka Web Beacons/Web Bugs), that help us better manage content on our site by informing us what content is effective.

Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users.

In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on Web pages and are about the size of the period at the end of this sentence.

We do not tie the information gathered by clear gifs to our customers' personal information.

We may use clear gifs in our HTML-based emails to let us know which emails have been opened by recipients.

This allows us to gauge the effectiveness of certain communications and the effectiveness of our marketing campaigns.

If you would like to opt-out of these emails, please see "How We Use Your Information".

Data Retention

We will retain your information for as long as your account is active, as needed to provide you services and will use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Email & "Opt Out" Policy

We may use your email address provided to contact you regarding the following:

1. User Registration Status (including confirmation of account signup);
2. Order Status and Shipping Notification
3. Online Customer Satisfaction Survey
4. Major changes to the website, addition of new products or services;
5. Promotional and marketing materials that we think you may find useful

If you desire not to receive information about products or services we think may be of interest, you can change the notification options in your account settings.

If you wish to not receive any of these emails, you may opt-out by clicking the Opt-Out link or submitting your email address to unsubscribe@zennoa.com or by following the unsubscribe instructions within each email communication.

Protecting Your Personal Information

Zennoa is committed to ensuring the security of your information. To prevent unauthorized access or disclosure, maintain data accuracy, and ensure the appropriate use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online. We place a priority on protecting your Personally Identifiable Information and take commercially reasonable measures to secure and protect such information.

The Zennoa Site uses secure sockets layer (SSL) to encrypt the transfer of sensitive information, such as your account password and billing information including credit card, from your web browser to our web server.

Only the last four (4) digits of your credit card number will be displayed in your account.

Emails you send to us may not be secure unless otherwise told that security measures will be in place prior to your transmitting the information. For this reason, we ask that you do not send confidential information such as credit card numbers or account numbers to us through emails

The same SSL protocol also acts to authenticate the Zennoa Site and prevent unauthorized "hackers" from masquerading as any of our sites while you are logged in to your account. This is accomplished through a "digital certificate", which is an unforgettable electronic "identity card".

If another website attempts to falsely identify itself as the Zennoa site, your web browser will display a warning indicating that there is a problem with the digital certificate for the Zennoa Site. Do not log in to those sites if you see any such warning.

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it.

No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

If you have any questions about security on our Web site, you can email us at privacy@zennoa.com.

Updating Your Personal Information

Preferred members and affiliates can update or correct their personal information at any time by visiting the "My Profile" section of the Zennoa Site.

If you wish to access, delete or correct your information, please follow the directions on the website or contact our customer service at the phone number indicated on the website.

Requests for access will be responded to within 30 days of the request.

Children's Policy

The Website is not intended for use by children, and children under the age of 13 are not authorized to use the Website and should not submit any personal information to us. We do not knowingly market to or solicit information from children under the age of 13.

Changes in this Privacy Policy

If we decide to change our privacy policy, we will post those changes to this privacy policy, the home page, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

We reserve the right to modify this privacy policy at any time, so please review it frequently.

If we make material changes to this policy, we will notify you here, by email, or by means of a notice on our home page prior to the change becoming effective.