

TERMS OF SERVICE

Welcome to ZOOBILEE!

ZOOBILEE supports freedom of speech, both on and off the Internet. However, the goal of ZOOBILEE is to provide you with access to the best quality Services possible. To ensure a safe, nonoffensive environment for all of our users, we have established these Terms of Service, spelling out what you can expect from us and what we expect from you.

By purchasing any Services from ZOOBILEE, by using any of ZOOBILEE's services, or by accessing any areas of the ZOOBILEE.COM Website or the website of a service provided by ZOOBILEE.COM ("Website"), you agree to be legally bound and to abide by the terms and conditions set forth below.

ZOOBILEE.COM is owned and operated by Zoobilee, Inc., an Indiana (USA) corporation. Any references herein to ZOOBILEE, ZOOBILEE.COM, "we" or "us" shall be deemed to refer to ZOOBILEE.COM and/or Zoobilee, Inc., as applicable under the circumstances.

THEARTOFBOOKS.COM is owned and operated by Zoobilee, Inc., an Indiana (USA) corporation. Any references herein to AoB, THEARTOFBOOKS.COM, ZOOBILEE, ZOOBILEE.COM, "we" or "us" shall be deemed to refer to ZOOBILEE.COM and/or Zoobilee, Inc., as applicable under the circumstances.

Note to Social Media Users. When purchasing Services from this Website, our LinkedIn profile or other social media page, and when posting information to or otherwise communicating via that page or your own social media page, your activities online are subject to the Terms of Service, User's Agreement or other terms and conditions imposed by that social media website, which may contain terms and conditions different from these Terms of Service. Please see the following pages for further details:

- O <http://www.facebook.com/legal/terms> (Facebook's Statement of Rights and Responsibilities);
- O http://www.linkedin.com/legal/user-agreement?trk=hb_ft_userag (LinkedIn's User's Agreement);
- O <https://twitter.com/tos> (Twitter's Terms of Service); and
- O <http://www.google.com/intl/en/policies/terms> (Google's Terms of Service)
- O <https://about.pinterest.com/en/terms-service> (Pinterest's Terms of Service)

All references in these Terms of Service to "ZOOBILEE", "ZOOBILEE.COM" and/or "this Website" shall be deemed to include both this Website and any and all social media pages maintained from time to time by Zoobilee, Inc. or its affiliates.

I. OUR SERVICES; PAYMENT TERMS

Our Services. ZOOBILEE offers a variety of services to people selling merchandise on eBay, Amazon and other online retail platforms, including but not limited to listing and sales tracking and inventory management ("Services") through this Website, through

ZOOBILEE'S affiliated website at www.theartofbooks.com, and through social media pages maintained by ZOOBILEE on Facebook, LinkedIn, and elsewhere. *ZOOBILEE does not engage in wholesale or retail transactions online, nor does ZOOBILEE handle or take possession of inventory, process payments, or otherwise participate in transactions between you and your customers.*

Payment. ZOOBILEE offers the Services on a monthly commission basis, based on your monthly gross merchandise sales (GMS) as reflected on ZOOBILEE's books and records. The amount of ZOOBILEE's monthly commission will vary depending upon the volume of business you transact on ZOOBILEE, the number of online platforms on which you sell merchandise, and other factors more particularly described on ZOOBILEE.COM. ZOOBILEE reserves the right to change the commission rates quoted on this Website at any time upon e-mail or other notice to you.

Your Account. When you open an account with ZOOBILEE, you are responsible for maintaining the confidentiality of your password and restricting access to your username, password and account. You will also be required to provide ZOOBILEE with your e-mail address and your username and password for each account you establish on eBay, Amazon or any other online platform for which ZOOBILEE will provide Services. If you change your e-mail address or your username or password on eBay, Amazon, or any other online platform on which you sell merchandise, you are required to notify ZOOBILEE promptly upon making such change to ensure the continued functionality of your account. You further agree to accept responsibility for all activities that occur under your account. Your failure to keep ZOOBILEE informed of any change in your online status or presence on any online platform for which ZOOBILEE is providing Services, including but not limited to the suspension or termination of your account with any such online platform, may lead to termination of your account with ZOOBILEE.

Acceptance of Account. Your request to open an account does not necessarily assure that we will accept your request. We reserve the right to refuse any request to open an account in our sole discretion. In addition, before accepting your account, we may require additional information if you have not provided all of the information required by us to open your account. Once a properly completed request is received, authorization of your form of payment is received and we have accepted your request, we will promptly open your account.

Pricing and Availability. All prices and commission rates for Services (and the associated costs of shipping and tax) are shown in U.S. dollars. We reserve the right to discontinue Services without notice, even if you have already opened your account. All prices and commission rates are subject to change upon e-mail, text or other electronic notice to you, and you agree that taxes may be adjusted from the amount shown on the payment screens if required by applicable law. Several factors may cause this, such as variances between processor programs and changes in tax rates.

Payment Terms. ZOOBILEE will send you an invoice on or before the fifth (5th) day of each month via e-mail, text message or Web banner for our commission based on your GMS as reflected on ZOOBILEE for the immediately preceding calendar month. Each such invoice shall be payable upon receipt via PayPal or other generally recognized online payment provider with which ZOOBILEE does business. If ZOOBILEE does not receive payment of any monthly invoice by the fifteenth (15th) day of the month, ZOOBILEE will send you a reminder via e-mail. If ZOOBILEE does not receive payment of any invoice by the twentieth (20th) day of the month, ZOOBILEE will terminate access to your account and withhold access to your account information, together with any and all other legal and equitable remedies ZOOBILEE may have for nonpayment of your invoice. Reinstatement of your

account after termination for nonpayment of any invoice is within the sole discretion of ZOOBILEE, and may require payments in addition to the amount of any overdue invoice. Termination of your account for nonpayment on three (3) occasions during any period of twelve (12) consecutive months shall result in permanent termination of your account.

Credit for Cancelled Transactions. ZOOBILEE's monthly commission for Services is nonrefundable. In certain limited circumstances, if one of your customers cancels a transaction with you and you notify ZOOBILEE within sixty (60) days of such cancellation, ZOOBILEE may, but is not obligated to, grant you a credit for such cancellation to be applied against your next monthly invoice.

Termination of Account. *Your account may be terminated by ZOOBILEE for any reason whatsoever, including but not limited to nonpayment of any ZOOBILEE invoice for Services, your breach of any term or provision of these Terms of Service, our Privacy Policy or any other agreement between you and ZOOBILEE, your violation of the rules and regulations of any online platform on which you are selling merchandise, or any complaint received by ZOOBILEE from any online platform or other third party about your activity on any online platform on which you sell merchandise.*

II. TRADEMARKS AND SERVICE MARKS

ZOOBILEE is a trademark of ZOOBILEE, INC. and/or its affiliates. All rights are reserved. These and other ZOOBILEE graphics, logos, service marks and trademarks of ZOOBILEE, INC. and its affiliates may not be used without the prior written consent of ZOOBILEE, INC. or its affiliates, as the case may be. All other trademarks, product or service names, and company names and logos appearing on this Website or in any materials relating to our Services are the property of their respective owners.

III. DISCLAIMERS AND LIMITATION OF LIABILITY

You expressly agree that use of ZOOBILEE'S Services is at your sole risk. Neither ZOOBILEE, INC. nor its affiliates nor any of their accounts, managers, officers, directors, employees, agents, third-party content providers, merchants, advertisers, sponsors, or affiliates (collectively "Providers"), or the like, warrant that this Website will be uninterrupted or error free, nor do they make any warranty as to any of ZOOBILEE'S Services, or as to the accuracy, reliability, or currency of any information, content, service, or merchandise provided through this Website.

Disclaimer of Warranties. ZOOBILEE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY CONTENT MADE AVAILABLE ON THIS WEBSITE. ZOOBILEE DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THIS WEBSITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, (B) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY CONTENT, MATERIALS, DATA OR INFORMATION OBTAINED BY YOU THROUGH ZOOBILEE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY SERVICES, SERVICES, INFORMATION, CONTENT, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH ZOOBILEE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) ZOOBILEE OR THE SERVER(S) THAT MAKE OUR WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ZOOBILEE'S SERVICES AND ALL CONTENT AND INFORMATION MADE AVAILABLE ON THIS WEBSITE ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR

NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ZOOBILEE, INC. AND ITS AFFILIATES.

Limitation of Liability. IN NO EVENT SHALL ZOOBILEE'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL ZOOBILEE OR ITS AFFILIATES BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ZOOBILEE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THIS WEBSITE, OR FOR ANY CONTENT, MATERIALS OR OTHER INFORMATION OBTAINED FROM OR THROUGH ZOOBILEE, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF ZOOBILEE OR ITS AFFILIATES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

Internet Delays. USE OF THIS WEBSITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ZOOBILEE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Links to Third Party Sites. This Website contains links to third party sites. These links are provided for convenience purposes and are not under the control of ZOOBILEE. If you choose to link to such third party web sites, ZOOBILEE makes no warranties, either expressed or implied, concerning the content of such sites, including the operations, programming and conduct of transactions over such sites. ZOOBILEE does not warrant that such sites or content are free from any claims of copyright or other infringement or that such sites or content are devoid of viruses. ZOOBILEE disclaims all liability of any kind whatsoever arising out of your use of, or inability to use such third party web sites, the use of your information by such third parties, and the security of information you provide to such third parties.

Domestic Use Only. ZOOBILEE'S Services are available to you only in the United States, its territories, and possessions, and Canada. You agree not to use or attempt to use our Services from outside these locations. If you use our Services from outside the United States of America, Switzerland and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of any content, information or materials available on this Website contrary to United States, Swiss or European Union (including European Union Member States) law is prohibited. ZOOBILEE may use technologies to verify your compliance.

IV. CONTENT AND COPYRIGHT OWNERSHIP

A. Copyright and Limited License

Unless otherwise indicated, this Website and all content and other materials therein, including, without limitation, the ZOOBILEE logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement

thereof (collectively, "Site Materials") are the proprietary property of ZOOBILEE or its licensors or users and are protected by U.S. and international copyright laws.

You are granted a limited, non-sublicensable license to access and use this Website and Site Materials for personal, informational and shopping purposes only. Such license is subject to the Terms of Service and does not include: (a) any resale or commercial use of this Website or Site Materials; (b) the collection and use of any product listings, pictures or descriptions; (c) the distribution, public performance or public display of any Site Materials; (d) modifying or otherwise making any derivative uses of this Website and the Site Materials, or any portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of this Website, the Site Materials or any information contained therein, except as expressly permitted on this Website; or (g) any use of this Website or the Site Materials other than for its intended purpose. Any use of this Website or Site Materials other than as specifically authorized herein, without the prior written permission of ZOOBILEE, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Service shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith.

B. Digital Millennium Copyright Act ("DMCA") Notice

If you believe any material available via this Website infringes a copyright you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

ZOOBILEE, INC.

Attn: Customer Care

8837 S. County Road

Suite # 700-E

Marengo, Indiana 47140

info@zoobilee.com

Please see [17 U.S.C. §512\(c\)\(3\)](#) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

In accordance with the DMCA and other applicable law, ZOOBILEE has also adopted a policy of terminating, in appropriate circumstances and in our sole discretion, users who are deemed to be repeat infringers. ZOOBILEE may also, in its sole discretion, limit access to this Website and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

C. Third Party Site Materials

ZOOBILEE may provide third party content on this Website and links to web pages and content of third parties (collectively, "Third Party Site Materials") as a service to those interested in this information. We do not control, endorse or adopt any Third Party Site Materials and can make no guarantee as to its accuracy or completeness. You acknowledge

and agree that ZOOBILEE is not responsible or liable in any manner for any Third Party Site Materials and undertakes no responsibility to update or review such Third Party Site Materials. You agree to use such Third Party Site Materials contained therein at your own risk.

D. Advertisements and Promotions; Third-Party Services and Services

ZOOBILEE may display advertisements and promotions from third parties on this Website or may otherwise provide information about or links to third-party Services or services. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. ZOOBILEE is not responsible or liable for any loss or damage of any sort incurred as the result of such dealings or promotions or as the result of the presence of such non-ZOOBILEE advertisers or third party information on this Website.

V. SOCIAL MEDIA GUIDELINES

1. Policy Purpose: This policy governs interactions by registered Accounts on ZOOBILEE.COM - controlled interactive media available on this Website including, but not limited to, blogs, pages, feeds, channels, and other means of interactive communication (collectively, "ZOOBILEE.COM Social Media"). ZOOBILEE.COM Social Media are NOT private nor protected sites and can be viewed by accounts of the public. They should NOT be used to get help about your specific ZOOBILEE.COM account. If you wish to speak to someone about your ZOOBILEE.COM account or transaction, please call our customer service representatives, who will be happy to help you. You can reach them by emailing support@zoobilee.com.

2. Policy Application: This policy applies to all registered Accounts and other users of ZOOBILEE.COM Social Media, including employees and third parties.

3. Posting of Personal, Private and/or Confidential Information Prohibited.

ZOOBILEE.COM Social Media is generally available to the public. THE POSTING OF PERSONAL, PRIVATE, AND/OR CONFIDENTIAL INFORMATION, WHETHER IT IS APPLICABLE TO YOU OR ANOTHER PARTY, SUCH AS ADDRESSES, TELEPHONE NUMBERS, ACCOUNT INFORMATION, PASSWORDS, BALANCES, ETC. ON ANY ZOOBILEE.COM SOCIAL MEDIA IS STRICTLY PROHIBITED AND YOU AGREE THAT YOU WILL NOT DO SO. ZOOBILEE.COM is not responsible for anything that may occur if you post your own or a third party's personal, private, and/or confidential information to ZOOBILEE.COM Social Media. Further, you agree that you are responsible for any damages that may result from your posting any personal, private, and/or confidential information about yourself or a third party. If you have any doubt whether information you are about to post could be confidential, DO NOT POST IT.

4. Discussion Guidelines

We are pleased that you are part of our community and encourage you to participate in the conversation with your own experiences, ideas, suggestions and opinions. To keep the discussion on track and appropriate for everyone, we request that you follow these guidelines.

Your postings must not contain the following:

- Securities/Investor Relations-Related Content. Forward-looking content or comments related to ZOOBILEE.COM or other companies which speak to stock price,

financial health or outlook, obligations to investors, or other Investor Relations-related responsibilities;

- Confidential Content. Content which discloses any confidential or non-public third party information which you do not have permission and/or authority to disclose;
- Disparaging Content. Content that disparages any person or entity, including ZOOBILEE.COM and any entity affiliated with ZOOBILEE.COM, and/or any of their respective products or services;
- Commercial Content. Content that purports to market, sell, advertise, promote or otherwise offer for sale, lease or license, goods or services unless approved in advance and in writing by ZOOBILEE.COM;
- Content Contrary to Law or Public Policy. Content relating to matters that are contrary to law, regulation or public policy in any of the United States, Switzerland, or accounts of the European Union.
- Infringing Content. Content that violates or infringes the rights of any person or entity including, but not limited to, privacy, publicity and/or intellectual property rights, including the copyrights and brand rights of ZOOBILEE.COM and/or of third parties;
- Hateful Content. Content that is hateful, tortious, defamatory, slanderous, libelous, or obscene;
- Discriminatory Content. Content that promotes bigotry, racism, sexism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Spam. We observe and enforce a zero-tolerance policy for posting sales pitches for outside products or services or posting comments that drive traffic to a third party's website (including for personal, political or monetary gain).

All decisions regarding whether a posting violates these guidelines will be made by ZOOBILEE.COM, in its sole and absolute discretion. ZOOBILEE.COM reserves the right to remove any posting, whether created by ZOOBILEE.COM, an employee, a registered Member, or a third party, at any time, for any reason, without notice or explanation.

5. Your Representations by Posting

By posting, you are representing that you have the right to post the Content contained in your message and have obtained any necessary permission and clearances.

6. Postings by Third Parties, Including Employees

ZOOBILEE.COM does not endorse any comments made by third parties, including its employees, unless they are specifically authorized spokespersons for ZOOBILEE.COM.

7. Validation of Assertions Made in Comments

ZOOBILEE.COM does not validate assertions or statements made by third parties. All statements and viewpoints expressed in the comments are strictly and solely those of the

commenter and do not necessarily represent the viewpoints, positions, strategies or opinions of ZOOBILEE.COM, its management or its affiliates.

VI. TERMINATION OF YOUR ACCOUNT PRIVILEGES

These Terms of Service constitute a binding legal contract between you and ZOOBILEE.COM, and shall be effective immediately upon your registration as a Member of ZOOBILEE.COM, and will continue for a period of one (1) year (the "Initial Term"). Upon the expiration of the Initial Term, these Terms of Service will automatically renew for successive renewal terms equal in duration to the Initial Term at ZOOBILEE.COM's then current fees. In addition to any other rights granted to ZOOBILEE.COM herein, ZOOBILEE.COM reserves the right to suspend or terminate these Terms of Service and your access to this Website if your account becomes delinquent (falls into arrears). ZOOBILEE.COM reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to ZOOBILEE.COM.

Any breach of your payment obligations or unauthorized use of the ZOOBILEE.COM Website will be deemed a material breach of these Terms of Service. ZOOBILEE.COM, in its sole discretion, may terminate your password, account or use of ZOOBILEE.COM if you breach or otherwise fail to comply with these Terms of Service. In addition, ZOOBILEE.COM may terminate a free account at any time in its sole discretion. You agree and acknowledge that ZOOBILEE.COM has no obligation to retain any Content posted by you to this Website, and may delete such Content if you have materially breached these Terms of Service, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

VII. LINKS

You are granted a limited, non-exclusive right to create text hyperlinks to this Website for noncommercial purposes, provided such links do not portray ZOOBILEE in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any obscene, pornographic, sexually explicit or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. In addition, you may not use ZOOBILEE'S logo or other proprietary graphics to link to this Website without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any ZOOBILEE trademark, logo or other proprietary information, including the images found at this Website, the content of any text or the layout/design of any page or form contained on a page on this Website without our express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of ZOOBILEE or any third party.

ZOOBILEE makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of embedded content, third-party websites accessible via hyperlink or websites linking to this Website. Such sites are not under the control of ZOOBILEE and ZOOBILEE is not responsible for any embedded content or the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. ZOOBILEE and its users may provide these links as a convenience to you, but the inclusion of any link does not imply affiliation, endorsement or adoption by ZOOBILEE of any site or any information contained therein. When you visit other sites via links or embedded content, you should understand that our terms and policies no longer govern and that the terms and policies of those third party sites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from this Website.

VIII. CONFIDENTIALITY

In the course of providing Services and information via this Website, ZOOBILEE will deliver to you content, materials and other information which is confidential, proprietary to ZOOBILEE, or which constitutes a "trade secret" of ZOOBILEE ("Confidential Information"). You agree that you will hold all Confidential Information in trust for ZOOBILEE, that you will not publish, disseminate or otherwise disclose Confidential Information to any person, firm or entity, and that you will not use Confidential Information to compete with ZOOBILEE or in any other way detrimental to ZOOBILEE. Without limiting the generality of the foregoing, "Confidential Information" includes any and all information relating to ZOOBILEE'S Services, information (whether in written or electronic form) delivered to you in the course of selling Services or rendering services to you, Site Materials, trade secrets, marketing and business plans, strategies, vendors, customers, management and personnel, but does not include information in the public domain other than by reason of a breach of this Agreement. In the event you receive a subpoena or court order to disclose any Confidential Information, you will deliver prompt written notice to ZOOBILEE and will co-operate with our attempts to obtain a protective order or other similar protection for the Confidential Information. This provision shall survive any termination for a period of five (5) years.

IX. PRIVACY POLICY

In accordance with the terms of ZOOBILEE'S Privacy Policy, ZOOBILEE respects the privacy of its users. To view our Privacy Policy, click here: [\[link to Privacy Policy\]](#).

X. TERMINATION

Notwithstanding any of these Terms of Service, ZOOBILEE reserves the right, without notice and in its sole discretion, to terminate your license to use this Website and to block or prevent your future access to, and use of, this Website.

XI. USAGE BY CHILDREN AND MINORS

ZOOBILEE cannot prohibit minors from visiting this Website. ZOOBILEE must rely on parents, guardians and those responsible for supervising children under 13 to decide which materials are appropriate for such children to view and/or purchase.

ZOOBILEE requires that all purchases be made either: (i) by individuals 13 years of age or older, or (ii) by minors under 13, through a ZOOBILEE authorized affiliated program which permits parents and other guardians to both pay for the purchases of minors, and give verifiable permission for such minors to purchase items on our site and for the collection by us of certain information in accordance with the terms of our privacy policy. EACH TIME YOU PURCHASE SERVICES FROM ZOOBILEE, YOU ARE REPRESENTING TO ZOOBILEE THAT YOU ARE EITHER (I) AN INDIVIDUAL 13 YEARS OF AGE OR OLDER, OR (II) A MINOR UNDER 13 WHO IS PURCHASING THROUGH A ZOOBILEE AUTHORIZED AFFILIATED PROGRAM WHICH PERMITS PARENTS AND OTHER GUARDIANS TO BOTH PAY FOR THE PURCHASES OF MINORS AND GIVE VERIFIABLE PERMISSION FOR SUCH MINORS TO PURCHASE ITEMS ON OUR SITE AND FOR THE COLLECTION BY US OF CERTAIN INFORMATION IN ACCORDANCE WITH THE TERMS OF OUR PRIVACY POLICY.

XII. APPLICABLE LAW

These Terms of Service and this Website are created and controlled by ZOOBILEE, INC., a limited liability company organized in the State of Indiana, U.S.A. As such, the laws of the State of Indiana, U.S.A. will govern these Terms of Service, without giving effect to any principles of conflicts of laws. You hereby irrevocably and unconditionally consent to

submit to the exclusive jurisdiction of the courts of the State of Indiana, U.S.A. located in the County of Orange, State of Indiana, U.S.A., or the United States District Court for the Southern District of Indiana, for any litigation arising out of or relating to use of or purchase made through ZOOBILEE (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the courts of the State of Indiana, U.S.A., and agree not to plead or claim in any court of the State of Indiana, U.S.A. that such litigation brought therein has been brought in an inconvenient forum.

XII. MODIFICATION OF TERMS

ZOOBILEE may update these Terms of Service. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your ZOOBILEE account or by placing a prominent notice on this Website. You are responsible for regularly reviewing these Terms of Service. Continued use of ZOOBILEE after any such changes shall constitute your irrevocable and unconditional consent to such changes.

XIII. NOTICES

ZOOBILEE may give notice by means of a general notice on this Website, or electronic mail to your e-mail address on record in ZOOBILEE'S account information, or by written communication sent by first class mail or pre-paid post to your address on record in ZOOBILEE'S records relating to our clients. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

XIV. GENERAL

The provisions of these Terms of Service are intended to be severable. If for any reason any provision of these Terms of Service shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

No joint venture, partnership, employment, or agency relationship exists between you and ZOOBILEE as a result of these Terms of Service. The failure of ZOOBILEE to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ZOOBILEE in writing.

These Terms of Service, together with any applicable policies, comprise the entire agreement between you and ZOOBILEE and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.