

End User License Agreement

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Any and all virtual goods are licensed to you on limited, personal, non-transferable, non-sublicensable and revocable basis and limited only for non-commercial use.

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Z9 Project may manage, regulate, control, modify or eliminate virtual goods at any time, with or without notice. Z9 Project shall have no liability to you or any third party in the event that Z9 Project exercises any such rights.

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Because some states/countries do not allow certain limitations of liability, this limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. This limitation of liability shall not be applicable solely to the extent that any specific provision of this limitation of liability is prohibited by any federal, state, or municipal law, which cannot be pre-empted.

In no event shall z9 project, z9 project licensors' or z9 project partners' liability for all damages (except as required by applicable law) exceed the actual price paid by you for use of the z9 project services or five euros (eur 5), whichever is less.

8. OTHER TERMS AND CONDITIONS

Termination: This EULA will terminate automatically if you fail to comply with its terms and conditions and (or) terms and conditions of Terms of Use and (or) Privacy Policy. In such event, you must destroy all copies of the Software and all of its component parts and cease and desist from accessing any Z9 Project Services

and products.

Equitable remedies: You hereby agree that if the terms of this EULA are not specifically observed, Z9 Project will be irreparably damaged, and therefore you agree that Z9 Project shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any of the terms of this EULA, in addition to any other available remedies.

Indemnity: You agree to indemnify, defend and hold Z9 Project, its partners, affiliates, contractors, officers, directors, employees and agents harmless from and against any and all damages, losses and expenses arising directly or indirectly from: (i) your acts and omissions to act in using the Z9 Project Software and Services pursuant to the terms of the EULA; or (ii) your breach of this EULA.

Miscellaneous: This EULA represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. Z9 Project reserves the right, at its discretion, to change, modify, add or remove portions of this EULA by posting the updated EULA on Z9 Project website, so please review it periodically. We may provide You additional forms of notice of modification or updates as appropriate under circumstances. You will be deemed to have accepted such changes by continuing to use the Z9 Project Services. The section headings and subheadings contained in this agreement are included for convenience only, and shall not limit or otherwise affect the terms of the EULA. Any construction or interpretation to be made of the EULA shall not be construed against the drafter.

Invalidity of specific terms: If any provision of these EULA is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and that the other provisions remain in full force and effect.

No waiver of rights by z9 project: Z9 Project failure to exercise or enforce any right or provision of the EULA not constitute a waiver of such right or provision.

Terms of use and privacy policy: shall be considered as integral parts the EULA.

Arbitration notice: except if you opt-out, you hereby agree that disputes between you and z9 project will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.