

Terms of Use

These Terms of Use are effective on 01.07.16.

Please read these terms of use ("Terms of Use") carefully before using the Z9 Project website, the Z9 Project service, or any applications (including mobile applications) made available by Z9 Project (together, the "Service(s)"). By accessing or using the Service, however accessed, you confirm your unconditional acceptance of these terms and confirm that you have read and agreed to them before using the Service. The Service is owned or controlled by Z9 Mobile Pte.Ltd. ("Z9 Project", "We", "Us", "Our").

These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the Service.

Z9 Project reserves the right, in its sole discretion, to update or revise or invalidate these Terms of Use unilaterally any time so please review it periodically. We may provide you additional forms of notice of modifications or updates as appropriate under the circumstances. Your continued use of the Service following the posting of any changes to the Terms Of Use constitutes acceptance of those changes. The current version of Terms Of Use is published on the Internet at www.z9-project.com/terms-of-use. These Terms Of Use govern your use of the Service and any content (such as texts, photos, pictures, etc.) that Z9 Project or Z9 Project users may make available to the user on behalf of right holders through the Service.

BASIC TERMS

1. You must be at least 16 years old to use the Service. If you are younger 16 years old please immediately stop usage of the Service, cease your registration on and uninstall the mobile application from all your devices. This Service is not designed and suitable for individuals, younger than 16 years old.
2. You represent that in accordance with legislation of your country you have the legal right and capacity to enter into these Terms of Use and any other binding agreement with Z9 Project, perform any actions in connection with usage of the Service in your jurisdiction.
3. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, username, or any account rights. You agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to us upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
4. You agree that you will not solicit, collect or use the login credentials of other Z9 Project users.
5. You are responsible for keeping your password secret and secure.
6. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, links and other content or materials (collectively, "Content") that you submit, uploaded or downloaded on or via the Z9 Project Services.
7. You may not upload any violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive Content via the Service. In any case you shall not upload any Content which is covered by privacy regulation without prior consents as necessary under the applicable law.

8. You represent and warrant that: (i) you own the Content uploaded by you on or through the Service or otherwise have the right to use it; (ii) the uploading and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights.
9. In accordance with applicable legislation on personal data and privacy protection Z9 Project do not process or store the third parties personal data without their consent. You may not upload to the Service or provide to Z9 Project by any other mean personal data of the third parties, including, but not limited:
 - images of any person,
 - first and last names,
 - contact details (addresses, telephone numbers, e-mails),

 - images of vehicle license plates or information from such license plates, which are deemed to be personal data in accordance with applicable legislation, if You had not obtained the appropriate preliminary consent of the personal data subject on processing and transfer of his personal data (the consent should be in the form and in compliance with procedure, required by applicable legislation),
 - any other information, which may be referred to personal data in accordance with applicable legislation,
 - photos made in such places, where it is prohibited (e.g. some private or military areas).
10. You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your Content, including but not limited to, copyright and privacy laws.
11. You must not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or Z9 Project.
12. You must not access Z9 Project's Service by means other than those permitted by Z9 Project in these Terms of Use and EULA (www.z9-project.com/eula).
13. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any Z9 Project page is rendered or displayed in a user's browser or device.
14. You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
15. You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use or any other Z9 Project terms.
16. Violation of these Terms of Use may, in Z9 Project's sole discretion, result in termination of your account in Z9 Project Service.
17. You understand and agree that Z9 Project cannot and will not be responsible for the Content uploaded on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, EULA (www.z9-project.com/eula) or Privacy Policy (www.z9-project.com/privacy) or otherwise create risk or possible legal exposure for Z9 Project, we can stop providing all or part of the Service to you.
18. All characters and events mentioned in the Z9 Project Service, even those based on real people are entirely fictional.

GENERAL CONDITIONS

1. We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. If we terminate your access to the Service, your Content, game achievements and other information will not be available to you or any other users of the Service.
2. Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.
3. All the Content, which you upload in connection with usage of the Service or afford to the Z9 Project in any other ways, is automatically saved to the Z9 Project's servers. We will retain yours Content for as long as yours account is active or as needed to provide services. If you wish to cancel your account or request that we no longer use the information to provide services, contact us at the support@z9-project.com. We will retain and use the information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements.
4. We reserve the right to refuse access to the Service to anyone for any reason at any time.
5. We reserve the right to force forfeiture of any username for any reason.
6. We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms of Use.
7. You are solely responsible for your interaction with other users of the Service, whether online or offline. You agree that Z9 Project is not responsible or liable for the conduct of any user. Z9 Project reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users.
8. There may be links from the Service, or from communications you receive from the Service, to third-party web sites or features. The Service also includes third-party content that we do not control, maintain or endorse. Functionality on the Service may also permit interactions between the Service and a third-party web site or feature, including applications that connect the Service or your profile on the Service with a third-party web site or feature. Using this functionality typically requires you to login to your account on the third-party service and you do so at your own risk. Z9 Project does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that Z9 Project is in no way responsible or liable for any such third-party services or features.
9. You agree that you are responsible for all data charges you incur through use of the Service.
10. We prohibit crawling, scraping, caching or otherwise accessing any content on the Service via automated means, including but not limited to, user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with Z9 Project's express consent).

PARTIES RIGHTS

1. Z9 Project does not claim ownership of any Content that you upload or create in connection with usage of the Service. Instead, you hereby grant to Z9 Project exclusive, royalty-free, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your contributions in any way and for

any purpose including, but not limited to the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. If not expressly prohibited by mandatory legislation, you hereby waive any moral rights of paternity, publication, reputation, or attribution with respect to Z9 Project and other users' use and enjoyment of such assets in connection with Z9 Project Service and related goods and services under applicable law.

2. Some of the Service is supported by advertising revenue and may display advertisements and promotions, and you hereby agree that Z9 Project may place such advertising and promotions on the Service or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.
3. You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such.
4. The Service contains content owned or licensed by Z9 Project ("Z9 Project Content"). Z9 Project retains all right, title and interest in and to the Z9 Project Service, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sound effects, musical works, and moral rights whether registered or not and all applications thereof. The Z9 Project Service are protected by applicable laws and treaties worldwide. Unless expressly authorized by mandatory legislation, the Z9 Project Service may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from Z9 Project. All rights not expressly granted to you herein are reserved by Z9 Project.
5. Although it is Z9 Project's intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Also, Z9 Project reserves the right to remove any Content from the Service for any reason, without prior notice Content removed from the Service may continue to be stored by Z9 Project, unless you requested to delete such content, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order.
6. You agree that Z9 Project is not responsible for, and does not endorse, Content posted within the Service. Z9 Project does not have any obligation to prescreen, monitor, edit, or remove any Content. If your Content violates these Terms of Use, you may bear legal responsibility for that Content.
7. Except as otherwise described in the Privacy Policy, any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with Z9 Project is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place Z9 Project in a position that is any different from the position held by members of the general public, including with regard to your Content. None of your Content will be subject to any obligation of confidence on the part of Z9 Project, and Z9 Project will not be liable for any use or disclosure of any Content you provide.

REPORTING IP RIGHTS OR PRIVACY VIOLATIONS

1. You shall inform us about any content violates your IP rights or privacy, as well as any third party's IP or privacy rights.
2. If any Content, which you uploaded or get in connection with usage of the Service, violates IP rights or privacy of a third party, we reserve the right to delete such Content on the request of that person immediately without prior notification of you. You shall bear all the costs and consequences of violation of this rights.

DISCLAIMER OF WARRANTIES

The z9 project service is provided to you "as is," with all faults, without warranty of any kind, without performance assurances or guarantees of any kind, and your use is at your sole risk. the entire risk of satisfactory quality and performance resides with you. to the fullest extent permissible by law, neither Z9 Project nor its channel partners nor any of their employees, managers, officers or agents make any representations or warranties or endorsements of any kind whatsoever, express or implied, as to: (a) the service; (b) the Z9 Project content; (c) user content; or (d) security associated with the transmission of information to Z9 Project or via the service. in addition, Z9 Project hereby disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus.

Z9 Project do not represent or warrant that the service will be error-free or uninterrupted; that defects will be corrected; or that the service or the server that makes the service available is free from any harmful components, including, without limitation, viruses. Z9 Project do not make any representations or warranties that the information (including any instructions) on the service is accurate, complete, or useful. you acknowledge that your use of the service is at your sole risk. Z9 Project do not warrant that your use of the service is lawful in any particular jurisdiction, and Z9 Project specifically disclaim such warranties.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations apply only to the fullest extent permitted by law in the applicable jurisdiction.

Z9 Project do not endorse content and specifically disclaim any responsibility or liability to any person or entity for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any content.

By accessing or using the service you represent and warrant that your activities are lawful in every jurisdiction where you access or use the service.

LIMITATION OF LIABILITY; WAIVER

In no event Z9 Project, Z9 Project licensors or channel partners will be liable for special, incidental or consequential damages resulting from possession, access, use or malfunction of the Z9 Project service, including but not limited to, damages to property, loss of goodwill, computer failure or malfunction and, to the extent

permitted by law, damages for personal injuries, property damage, lost profits or punitive damages from any causes of action arising out of or related to this terms of use, whether arising in tort (including negligence), contract, strict liability or otherwise and whether or not Z9 Project, Z9 Project licensors or channel partners have been advised of the possibility of such damages. for purposes of this section, Z9 Project licensors and channel partners are third party beneficiaries to the limitations of liability specified herein and they may enforce this terms of use against you.

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 Z9 Project', Z9 Project licensors' or channel partners' liability for all damages (except as required by applicable law) shall exceed the actual price paid by you for use of the Z9 Project service or five euros (eur 5), whichever is less.

INDEMNIFICATION

Hereby You agree to defend, indemnify and hold the Z9 Project harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Content or your access to or use of the Service; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by Z9 Project in the defense of any claim. Z9 Project reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Z9 Project.

TIME LIMITATION ON CLAIMS

You agree that any claim you may have arising out of or related to your relationship with Z9 Project must be filed within one year after such claim arose; otherwise, your claim is permanently barred. The statute of limitations shall be APPLICABLE IN THE MOST FAVORABLE WAY FOR Z9 PROJECT.

OTHER TERMS

These Terms of Use shall not be deemed as a public offer or an adherence agreement.

These Terms of Use constitute an integral part of EULA, concluded between you and Z9 Project and governs your use of the Service to the extent not regulated by EULA and Privacy Policy.

You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Z9 Project. Any purported assignment or delegation by you without the appropriate prior written consent of Z9 Project will be null and void.

Z9 Project may assign these Terms of Use or any rights hereunder without your consent.

If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the parties nevertheless agree that such portion will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions, and the remaining provisions of the Terms of Use remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify the Terms of Use. These Terms of Use do not confer any third-party beneficiary rights.

TERRITORIAL RESTRICTIONS

The information provided within the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Z9 Project to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that Z9 Project provides.