

# zebrunner terms of service

Last Updated December 1, 2020

**important notice:** this is a **legally-binding agreemnt**. these terms of service affect your legal rights and will be wholly agreed to by you through use of the zebrunner website or services. additionally, these terms of service will wholly govern your relationship with zebrunner and your use of its website and/or services.

**if you do not wholly agree to the terms of service herein, do not use any zebrunner services!**

**please read carefully.**

zebrunner's privacy policy, which is incorporated and made a binding part of these terms of service, is located at <https://zebrunner.com/privacy>.

These Zebrunner, Inc. Terms of service ("**Terms of service**") govern Access and/or Use of all Zebrunner, Inc., a Nevada corporation ("**Zebrunner**"), services and website by you and all other users and/or visitors. These terms of service shall be governed by and construed and enforced in accordance with the laws of the state of nevada without reference to conflicts of law rules and principles.

## Key Term Definitions

**Access and/or Use:** The act of electronically visiting the Website and/or taking advantage of Services or any information provided by Zebrunner.

**Service(s):** All Zebrunner services, including, but not limited to, all applications (apps), content (whether or not User Content), documents, graphics, geospatial data, telemetric data, information, products, text, and all other elements or features offered through the Website or any device.

**Account-Related Information:** Contact information and biographical information about User and/or User's representatives used to access Zebrunner Services.

**User Content:** (i) data or content in the User Properties that User chooses to test; (ii) data User submits or creates as part of a test, including test scripts and Screenshots; and (iii) any other data User submits to Zebrunner in connection with the use of the Services (not including Account-Related Information).

**Screenshot\**s: Image or video of the Test Environment display captured using the Services.

**Test Environment:** Virtual machines, physical electronic devices, and device emulators on which customers may use the Services to run tests.

**Order Form:** Each quote, order form, invoice or and/or statement of work referencing this Agreement.

**Documentation:** The technical user documentation provided on Website or within Zebrunner Services.

**Laws:** All applicable local, state, federal, foreign and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data.

Note that any Key Terms may be used cumulatively and together to affect the required meaning. For example, “Website Services” includes both Key Terms “Services” and “Website” and should be read together to mean: Zebrunner Website Services and Services in general.

## 1. overview of zebrunner services

The Zebrunner Services consist of a Software as a Service (SaaS) product used for test automation execution and reporting tests results. Should You have any questions concerning the Zebrunner Services or the capabilities thereof, be in need of technical support services, or wish to contact Zebrunner for any other reason, please send an email to [support@zebrunner.com](mailto:support@zebrunner.com), as also outlined in Sections 24 & 25, below.

## 2. acceptance of terms of service

The Terms of Service are a legally-binding agreement between You and Zebrunner regarding Use of the Website as made available by Zebrunner and/or its authorized licensor(s) (“**Licensor(s)**”) and Services. Zebrunner makes available its Website and Services for Your Use subject to the terms and conditions set forth in these Terms of Service. By Accessing and Using the Zebrunner Website and Services, You **agree** to be bound by and to **accept** the Terms of Service and all terms and conditions contained and/or referenced herein as well as any additional terms and conditions set forth on the Website. If You do **not agree** to **all** the terms and conditions contained in the Terms of Service, You should **not** Use or take advantage of any Zebrunner Services. If You do **not agree** to any additional specific terms which apply to particular Content (as defined in Section 2.2 hereof) or to particular transactions concluded through Zebrunner Website or Services, then You should **not** Use the part of the Website or Services which contain such Content or through which such transactions are concluded. Additionally, when Using or Accessing any Zebrunner Services, should You visit another website or obtain any products, applications or services from another entity or provider, whether free of charge or for payment, You will be subject to the third-party guidelines and conditions applicable to such products, applications or services, and **not** these Zebrunner Terms of Service.

1. **Type of License.** You are granted a revocable, limited license to Use the Zebrunner Website and Services as outlined and detailed in Section 4, below.

Furthermore, Zebrunner offers a variety of third-party products and services that may offer a variety of licenses upon purchase by You.

2. **Updates to Terms of Service.** The Terms of Service may be amended by Zebrunner at any time upon notice provided by any of the following means: (i) through a posting on the main page of the Website; (ii) during the purchase process for an Zebrunner product or Service; (iii) through a click-through window displayed when You Use the Services; or (iv) by email to the address You have previously provided when You set up Your User Account or otherwise. Your failure to provide or maintain accurate and current contact information with Your User Account related to Zebrunner Services or Website will not obviate Your responsibility to comply with the Terms of Service. Specific terms and conditions may apply to specific content, services, products, materials, or information contained on or available through the Website and Services (the “**Content**”), or to transactions concluded via the Website. Such specific terms may be in addition to these Terms of Service, or, where inconsistent, only to the extent that the Content or intent of such specific terms is consistent with the Terms of Service, and then such specific terms will prevail. Please check the Terms of Service regularly to ensure that You are aware of all terms governing Your Use of the Zebrunner Website and Services.

Zebrunner reserves the right to make changes or updates with respect to the Website, or to the Content or the format thereof at any time without notice. Zebrunner also reserves the right to terminate or restrict access to the Website and its Services or any portion thereof for any reason whatsoever in its sole discretion. If, absent Your breach of this Agreement, Zebrunner terminates or restricts Your access to the Website and its Services, Zebrunner will not refund any fees paid to Zebrunner by You for unused Services.

### 3. user warranties and obligations

1. **Agreement of Use.** You **agree** to Use the Zebrunner Website and Services only for purposes permitted by the Terms of Service as well as any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction(s). Specifically, You **agree** and warrant that in Using Zebrunner Website and Services, Your actions do not contravene the laws, rules, or regulations of (i) the country, state, or locality where You reside, or (ii) the country, state, or locality where Zebrunner is located or operates. This warranty includes complying with applicable export and import restrictions as well as any other restrictions.
2. **Prohibited Conduct.** You **agree** not to Use or permit Use of Zebrunner Services, via email, facsimile, faxing, posting, publishing, uploading, or otherwise transmitting any data or material, for any purpose that may (i) menace or harass any person or cause damage or injury to any person or property; (ii) involve the publication of any material that is false, defamatory, harassing or obscene; (iii) violate privacy rights or promote bigotry, racism, hatred or harm; (iv) constitute unsolicited bulk email, “junk mail”, “spam” or chain letters; (v) constitute an infringement of intellectual property or other proprietary rights; or (vi) otherwise

violate applicable laws, ordinances or regulations. Zebrunner reserves the right to disable, remove, or revoke access to You for posting, sharing, or promotion of any material that violates the foregoing restrictions or the Terms of Service. Zebrunner shall have no liability to You in the event that Zebrunner takes such action. You **agree** to defend and indemnify Zebrunner against any claim arising out of a violation of Your obligations under Section 3, hereof.

3. **Prohibited Actions.** You **agree** not to Access (or attempt to Access) Zebrunner Services by any means other than through the means provided by Zebrunner or its Licensors. You **agree** not to Access (or attempt to Access) the Website and Dashboard by way of automated means and that You will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

Specifically, You **agree** that You will not:

- Share Your Login ID or password;
- Use or attempt to Use a User Account (as defined in Section 5 hereof), password, or system without the express consent from the owner of the User Account;
- Remove or modify any Website markings or any notice of Zebrunner's (or a Licensors') proprietary rights;
- Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services, or Access or Use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Zebrunner;
- Disrupt or interfere with any other User's enjoyment of the Website and Services or affiliated or linked sites;
- Upload, post, or otherwise transmit through the Website and Services any viruses or other harmful, disruptive, or destructive codes or files;
- Access or attempt to Access any Content or User Content (as defined in Sections 2.2 & 6 hereof), which You are not authorized to Access under the Terms of Service; and
- Disrupt or interfere with the security of, or otherwise cause harm to the Website, Services, Content, User Content, system resources, accounts, passwords, servers, or networks connected to or accessible through the Website and Services or any affiliated or linked sites.

The rights granted to You under the Terms of Service are also conditioned on the following:

- The rights of any User licensed to Use the Services cannot be shared or Used by more than one natural person, except as authorized by these Terms of Service;
- No part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical,

photocopying, recording, or other methods, except as expressly provided herein; and

- You **agree** to make every reasonable effort to prevent unauthorized third parties not authorized by Zebrunner from Accessing or Using the Services.

#### 4. limited license to use

1. **Limited License.** Subject to Section 8 and the restrictions located at <https://zebrunner.com/?section=pricing>. You are granted a personal, worldwide, revocable, limited, non-assignable, non-exclusive, non-transferrable, and non-sublicensable license (“**License**”) to use the Zebrunner Website and Services, so long as Your Use of such Services is expressly permitted in these Terms of Service. Zebrunner reserves the right to revoke Your License upon the breach of these Terms of Service or upon a good faith belief that Your Use of Zebrunner Services will be injurious to Zebrunner, others, Users, the public, or in violation of the Terms of Service. Additionally, the License is not a sale of any of Zebrunner intellectual property owner’s rights.
2. **Restrictions.** Your License to Use Zebrunner Services may **only** be used by You. You may not lease, lend, rent, sub-license, or transfer any of Your rights to Use Zebrunner Services or any data received stemming from Your Use of this License belonging to Zebrunner.

#### 5. access and features

1. **User Account.** In order to use Zebrunner Services, You must first sign up for a personalized account (“**User Account**”) with Zebrunner in order to Access the full range of features offered by the Website and Services. In creating a User Account, You **agree** to submit accurate, current, and complete information and keep this information frequently updated. Zebrunner reserves the right to suspend or terminate User Accounts which it suspects are used in contradiction to the Terms of Service and/or contain information that is untrue, inaccurate, not current, or incomplete. When You create a User Account, You will choose a personal, non-transferable username and password. User Accounts may not be “shared” or used by more than one natural person. After You **accept** the Terms of Service and Your User Account registration has been accepted by Zebrunner, Your User Account will be established. You are solely responsible for any and all activities that occur under Your User Account, whether or not such use was authorized by You.

Please read Zebrunner’s Privacy Policy (“**Privacy Policy**”) as outlined in Section 15 below, which describes how Zebrunner collects, uses, discloses, manages, and stores any personally identifiable information (“**Personal Data**”).

2. **User Account Information.** The information You provide when creating a User Account will be used only for such purposes as allowing You to set up a User Account and profile to manage access to the Services, to improve the Content of the Service, customize the advertising and Content You see, and communicate with You about specials, and new features or Services. It is completely optional

for You to engage in these activities and/or create a User Account with Zebrunner.

You **agree** and understand that You alone are responsible for maintaining the confidentiality of all usernames and passwords associated with any User Account You Use to Access the Website and Services. Additionally, You may not Use a User Account that belongs to someone else at any time without the express consent of that account holder. Zebrunner is not liable for any harm caused or related to the theft or misappropriation of Your username, password, User Content (as defined in Section 6 hereof), disclosure of Your username or password, or Your authorization of anyone else to Use Your username or password. However, You could be held liable for losses incurred by Zebrunner, another User, or a third party due to misappropriation and Use of Your User Account. If You become aware of any unauthorized Use of Your User Account, please notify Zebrunner immediately at [support@zebrunner.com](mailto:support@zebrunner.com).

3. **Dashboard.** Once You successfully create a User Account, You will be granted access to your organisation workspace where You can login to view and manage Your test automation results and other Service settings (“**Dashboard**”). Zebrunner will process information You provide through the Dashboard in accordance with the Zebrunner Privacy Policy found at <https://zebrunner.com/privacy>. You are responsible for updating your Dashboard settings to comply with these Terms of Service, the Zebrunner Privacy Policy, and any applicable laws and regulations.
4. **File Hosting.** The Services may allow You to host files on Zebrunner’s servers or on cloud accounts belonging Zebrunner (“**File Hosting**”). File Hosting is provided “as is,” with no warranty of any kind, and use of File Hosting is at your own risk. You shall not use File Hosting services to store or transmit any of the following information:
  - racial or ethnic origin,
  - political opinions,
  - religious or philosophical beliefs,
  - trade union membership,
  - genetic data,
  - biometric data,
  - data concerning health
  - data concerning sex life or sexual orientation.

## 6. user content and activity

1. **General.** User Account holders may upload, store or transfer files, videos, pictures, geospatial data, information, and other material (“**User Content**”) through the Website and Services. For the avoidance of doubt, User Content includes, but is not limited to, data uploaded to the Service and any email sent using the Service, and any information or data You provide in conjunction with the File Hosting services. You **agree** to give Zebrunner certain permissions regarding Your User Content which are needed in order for Zebrunner to provide its Services. However, Zebrunner does not materially edit or disclose any

information regarding You or Your User Content without Your prior permission, except in accordance with these Terms of Service or Privacy Policy, as outlined in Section 15, below. For more details, please see our Privacy Policy at <https://zebrunner.com/privacy>.

2. **No User Content License.** Zebrunner does not claim ownership of any User Content.
3. **User-Uploaded Content.** Zebrunner allows Users to upload User Content through Use of the Zebrunner Services, and, if and as applicable, a direct upload from a computer or through online, cloud-based platforms. Whether uploaded directly from Zebrunner Services or a computer or a cloud-based platform, Zebrunner shall not be responsible for any corruption of files, loss of data, breach of security, hacks, viruses, or any similar compromises of data You experience; this liability will solely fall upon the User and/or any third-party platform or service said User uses in order to upload User Content onto the Zebrunner Website or Services.
4. **Monitoring of User Content.** Zebrunner does not actively review, inspect, edit, or monitor any User Content posted, stored, or accessed by You or any other User of the Website or Services. However, Zebrunner reserves the right, solely upon its own sole discretion, to refuse, remove, edit, or disable access to User Content that Zebrunner learns may be illegal or may violate the Terms of Service, although it has no obligation to do so. Zebrunner's action or inaction to regulate Content or conduct, or to enforce against any potential violation of the Terms of Service by any User (or any other third party), does not waive Zebrunner's right to implement or not implement regulation or enforcement measures with respect to any subsequent or similar Content, conduct, or potential Terms of Service violation.
5. **Responsibility for User Content.** Zebrunner does not control, is not responsible for, and makes no representations or warranties with respect to any User Content. You are solely responsible for Your access to, use of and/or reliance on any User Content. You must conduct any necessary, appropriate, prudent or judicious investigation, inquiry, research, and due diligence with respect to any User Content. It is Your responsibility to investigate the licensing of any User Content prior to using such User Content in any way and to ensure that Your use of any such User Content complies with all applicable laws, licensing requirements and does not infringe any third-party proprietary rights. You are also responsible for any Content that You post or transmit as well as all Content posted or transmitted through or by Use of Your User Account and Dashboard.
6. **Prohibited User Content.** Types of User Content prohibited from the Website and Services includes but is not limited to: (i) illegal content; (ii) content relating to the creation, advertising, distribution, or receipt of illegal goods or services; (iii) offensive content (including, without limitation, defamatory, threatening, or pornographic content); (iv) content that discloses another natural person's Personal Data or confidential or proprietary information without that natural person's consent; (v) fraudulent content; (vi) malicious content such as malware or spyware; or (vii) content that offers, promotes, advertises or provides links to unsolicited products or services. Should You discover or come across content that

You believe violates Section 6, hereof, or the Terms of Service, please contact the technical services as outlined in Section 24, below.

## 7. prohibited conduct

violation of the following terms (determined in zebrunner's sole discretion) will result in the termination of your user account. while zebrunner prohibits certain conduct and content on the zebrunner website, you understand and **agree** that zebrunner cannot be responsible for content posted, shared, or transmitted on the services that violates these prohibitions and you nonetheless may be exposed to such content. you **agree** to use the website and services at your own risk. by using the zebrunner website and services you **agree** not to:

- "Brute Force" software or otherwise crack any passwords or bypass technological safeguards;
- "Stalk", harass, threaten, or defraud other Users;
- Send, post, or make available pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate messages;
- Make unsolicited offers, advertisements or proposals; or send chain letters, unsolicited email, SMS, "spam" or other junk messages;
- Transmit any worms or viruses or any code of a destructive nature through the Zebrunner Websites or Services;
- Impersonate another natural or legal person or Access a User Account not Your own without express consent from the User Account owner;
- Share Zebrunner-related key codes or passwords with a third party or encourage any person to do so;
- Misrepresent the source, identity, or content of information transmitted via the Zebrunner Website or Services, for example, claiming to be someone that You are not;
- Use the Zebrunner Website or Services for any illegal or unlawful purpose;
- Interfere with any security-related features of the Zebrunner Website, Services, or otherwise attempt to gain unauthorized access to the Zebrunner Website, Services, other accounts, computer systems or networks connected to the Zebrunner Website, through hacking, password mining, or any other means or interfere or attempt to interfere with the proper working of the Zebrunner Website or Services or any activities conducted on the Zebrunner Website;
- Intentionally interfere with the operation of the Zebrunner Website or Services or any User's enjoyment of them;
- Post inflammatory statements to get responses; and
- Use the Website or Services in any manner that in Zebrunner's sole discretion could damage, disable, overburden, or impair it or interfere with any other User's Use and enjoyment of the Zebrunner Website or Services.

zebrunner is not responsible for any violation of applicable laws, rules, or regulations committed by you, your user account, or any of your affiliates. it is your responsibility to ensure that your use of the zebrunner website and services does not contravene applicable laws, rules, or regulations.



## 8. payment terms

0. **Trial Access.** If User receives free access or a trial or evaluation subscription to paid Zebrunner Services (“Trial Access”), then User may use the paid Zebrunner Services in accordance with the Terms for a period of fourteen (14) days or such other period granted by Zebrunner (the “Trial Period”). Trial Access is permitted solely for User's usage to determine whether to purchase a paid subscription of the Zebrunner Services. Certain Trial Access may include pre-release and beta services or components (“Beta Releases”). Trial Access may not include all functionality and features accessible as part of a full paid Subscription. If a User does not purchase a paid subscription, the Terms and Customer's right to access and use the paid Zebrunner Services will terminate at the end of the Trial Period. Zebrunner has the right to terminate a Trial Access at any time for any reason. AT THE END OF THE TRIAL ACCESS, ALL USER CONTENT MAY BE PERMANENTLY LOST UNLESS THE CUSTOMER: (a) PURCHASES A PAID SUBSCRIPTION TO ZEBRUNNER SERVICES THAT IS GREATER THAN OR EQUAL TO THOSE COVERED BY THE TRIAL ACCESS; OR (b) EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN TERMS, ZEBRUNNER WILL HAVE NO WARRANTY, INDEMNITY, SERVICE LEVEL, OR SUPPORT OBLIGATIONS WITH RESPECT TO TRIAL ACCESS, AND IF CUSTOMER HAS A TRIAL ACCESS, IT WAIVES ALL CLAIMS (defined above) AGAINST ZEBRUNNER ARISING OUT OF THE TRIAL ACCESS, THE USE OF THE ZEBRUNNER SERVICES, AND THE TERMS.
1. **Subscription Plan.** The prices, features, and options of the Zebrunner Services depend on the Subscription Plan selected as well as any changes instigated by User (“Subscription Plan”). Zebrunner does not represent or warrant that a particular Subscription Plan will be offered indefinitely and reserves the right to change the prices for or alter the features, usage limits and options in a particular Subscription Plan without prior notice. Users shall not, and shall not permit others, to use the Zebrunner Services or allow access to them in a manner that circumvents contractual usage restrictions or matrices set forth in these Terms, applicable Subscription Plan.
2. **Payment Terms.** When you purchase a Subscription Plan, you must provide accurate and complete information for a valid payment method that you are authorized to use. Users must promptly notify Zebrunner of any change in its invoicing address and must update its account with any changes related to its payment method. BY COMPLETING REGISTRATION FOR A SUBSCRIPTION PLAN, USER AUTHORIZES ZEBRUNNER TO CHARGE ITS PAYMENT METHOD ON A RECURRING (E.G. MONTHLY OR YEARLY) BASIS (“AUTHORIZATION”) FOR: (a) THE APPLICABLE SUBSCRIPTION PLAN CHARGES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH CUSTOMER'S USE OF THE ZEBRUNNER SERVICES. The Authorization continues through the applicable Subscription Term and any Renewal Term until the User cancels it.

Zebrunner will provide billing and usage information in a format we choose, which may change from time to time. Zebrunner reserves the right to correct any errors or mistakes that it identifies even if it has already issued an invoice or received payment. User agrees to notify us about any billing problems or discrepancies within ten (10) days after they first appear on your invoice. If a User does not bring such problems/discrepancies to our attention within ten (10) days, it agrees to waive its right to dispute such problems or discrepancies.

Except as expressly set forth anywhere in these Terms, all fees are non-refundable. Users are required to pay any sales, use, GST, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Zebrunner. User hereby confirms that Zebrunner can rely on the name and address set forth in its registration for a Subscription Plan as being the place of supply for Tax purposes. Users must make all payments without any setoffs, withholdings, or deduction of any kind. Any late payments will be subject to block the user account. If a user doesn't provide the payment for the completed Zebrunner service within 10 days after the end of subscription period, Zebrunner has the right to block the account until payment is received. In case the user wants to restore the user account, he should send the request on [support@zebrunner.com](mailto:support@zebrunner.com).

3. **Payments.** If and as applicable, Zebrunner may accept credit/debit card, PayPal, Braintree, and any other payment providers (as Zebrunner may make available) for payments for Services. The costs, payment terms, obligations, and the lease term of any Content or Services purchased through the Services shall be clearly provided at the time of purchase and also at <https://zebrunner.com/?section=pricing>. Zebrunner reserves the right to change the costs of any Content or Services available through the Service from time to time. Purchasing access to specific Content will give you access to that Content for 30-days specified at the time of purchase (“**Access Period**”).
4. **Additional Features.** Some features and capabilities (“**Feature Request**”) within the Services may be subject to additional payments. Any features or capabilities requiring payment, will clearly provide the costs, payment terms, obligations, and the lease term of any Content so purchased.
5. **Discounts. Special Offers.** Zebrunner may offer select discounts as indicated on the Website or Services. Such discounts are at the sole discretion of Zebrunner and may be updated or modified from time to time, as will be provided on the Website or in connection with a product. If You participate in any special offers, the validity period of such an agreement will be stipulated on the offer itself. Such special offers may include their own additional terms and conditions which shall take precedence over any contradictory terms and conditions in the Terms of Service, in accordance with Section 2.2, above. To receive more information about a discount, or special offer, please contact Zebrunner as outlined in Section 24, below.
6. **Tax Responsibility.** Unless otherwise provided, all invoices, pricing, and quotes given or made by Zebrunner are exclusive of all taxes. You are solely responsible

for paying any applicable taxes pertaining to Your relationship with Zebrunner and the Use of the Services, including but not limited to sales tax, Value-added tax (VAT), goods and services tax (GST), excise, withholding, or similar levies or taxes whether foreign or domestic. Similarly, You are solely responsible for any penalties or the like due stemming from a failure to pay appropriate duties and/or taxes. Any such payments, taxes, or duties, or the like will not be subtracted from any amount You owe Zebrunner. If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, You will be responsible for obtaining and providing Zebrunner with such certificate, document or proceeding.

If Zebrunner is required by law to make any deduction or withholding, You will take such reasonable steps to minimize or reduce such deduction as permitted by law. In that case, Zebrunner may, but shall not be obligated, to assist You in this regard, including compliance with the procedures for claiming relief under applicable provisions of applicable tax treaties. Zebrunner shall make such deduction or withholding as required in accordance with applicable law and the total of any amount so deducted or withheld and the remainder remitted to You and deemed payment in full. You acknowledge and **AGREE** that any payments to You will be made against an invoice and/or any other documentation as may be required indicating the full value of the goods and/or services provided.

7. **Billing/Contact Information.** The responsibility of providing accurate and complete billing and contact information stemming from any purchases falls solely upon You. Zebrunner is not responsible for any inaccuracies or omissions by You during the payment procedure, whether or not these inaccuracies or omissions negatively affect Your ability to download or use Zebrunner Services or Website.

## 9. refund policy

0. **Voluntary Termination.** You may terminate your Account at any time upon thirty (30) days' advance written notice to Zebrunner. If you wish to terminate, you must provide notice by writing to us at [support@zebrunner.com](mailto:support@zebrunner.com). In case of such termination, Zebrunner is under no obligation to refund any fees paid in advance for the unexpired period of the Term.
1. **European Union (EU) Residents.** Because of the nature of Zebrunner Services, if You are an EU resident, upon purchase of any Zebrunner Services You will lose Your right of withdrawal under the Consumer Rights Directive (“**CRD**”) 2011/83/EU of the European Parliament and of the Council of 25 October 2011. Your loss of the right of withdrawal is based upon CRD Article 16(m), which omits the purchase of “digital content” (e.g., downloaded software) from the right of withdrawal. Upon purchasing any Zebrunner digital Services, You expressly **consent** to the performance of the purchase contract and **acknowledge** that You will lose the right of withdrawal. In such a case, effectively, Zebrunner offers **no refunds** to EU residents pursuant to the CRD.

## 10. upgrade policy

0. **Product Updates.** Though Zebrunner is not required to provide such updates, updates within the Services you have already purchased are generally free. Product updates are typically added in order to protect You and the Services against new-found security risks, introduce new features, improve performance or speed, improve productivity, or fix bugs and improve functionality.
1. **Product Upgrades.** Zebrunner, may, in its sole discretion, provide product upgrades. A product upgrade offers significant changes, new features, and/or major improvements to the current version and functionality of the product version, which is why these upgrades typically must be purchased, however, Zebrunner, in its sole discretion, may provide certain upgrades for free. In order to stay informed of any upgrades and potential costs for such upgrades, please contact Zebrunner as outlined in Section 23, hereof.

## **11. supply and right to service**

The term of the Terms of Service shall begin when You start using Zebrunner Services or Website and shall continue in perpetuity unless otherwise terminated by You or Zebrunner by written notice (which includes electronic means), in accordance with Sections 8 & 22 hereof. Zebrunner expressly reserves the right to immediately change, discontinue, limit, or suspend Your Services at any time, upon a good faith belief that Your Use of Zebrunner Services will be injurious to Zebrunner, others, or the public, or in violation of these Terms of Service. Upon the termination or expiration of Your Services, You must immediately cease Using the Zebrunner Website and all of its Services. upon termination of your agreement with zebrunner, you will no longer be authorized to use or take advantage of zebrunner services in any way, and any applicable separate licenses shall terminate immediately.

## **12. your warranties**

you hereby warrant that: (i) all information provided by you to zebrunner in connection with the website and the services is true, accurate, correct, and up to date; (ii) you have full power and authority to enter into these terms of service; (iii) you are of legal age (18 years old) to form a binding contract with zebrunner; (iv) you will seek all necessary governmental approvals required to effectuate these terms of service; (v) you shall perform all of your obligations under these terms of service in accordance with applicable laws, rules, and regulations; and (vi) your user materials, user content, editorial, text, graphic, audiovisual, and other content that you submit to zebrunner or make available to other users of this website do not: (1) infringe any intellectual property rights of any third party; (2) constitute defamation, libel or obscenity; (3) result in any consumer fraud, product liability, breach of contract to which you are a party or cause injury to any third party; (4) promote violence or contain hate speech; (5) violate any applicable law, statute, ordinance, or regulation; or (6) contain adult content or promote illegal activities.

Any and all Services downloaded or purchased from the Website or Zebrunner may be subject to United States export controls. You or Your representatives **agree** that You and Your end users are not nor will be at any time in the future (i) located in a country

embargoed by the United States; (ii) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (OFAC); (iii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56 or any Executive Order of the President issued pursuant to such statutes; (iv) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons”; (v) if the undersigned is an individual or a organization, named on the U.S. Treasury Department’s list of Specially Designated Nationals (SDN); or (vi) on the United States Commerce Department’s Table of Deny Orders.

### 13. term and termination

0. **Term.** With reference to Zebrunner Services, these Term shall begin on the date the User accepts it and continues until the User’s Subscription Plan expires or its use of the Zebrunner Services ceases (including as a result of termination in accordance with the Terms), whichever is later.

Subscription Plans automatically renew unless otherwise noted. If you purchase a Subscription Plan you agree to pay the then-current applicable fee associated with the Subscription Plan and further agree and acknowledge that it will automatically renew, unless, prior to the end of the current period of effectiveness of the Subscription Plan (“Subscription Term”): (a) you terminate your Account; (b) you contact us at [support@zebrunner.com](mailto:support@zebrunner.com); (c) Zebrunner declines to renew your Subscription Plan; or (d) these Terms are otherwise properly terminated as expressly permitted herein. The Subscription Plan will automatically renew on a monthly or annual basis, depending upon the Subscription Term (“Renewal Term”)

1. **Termination by Zebrunner.** Zebrunnr can terminate the User Account in case the User is considered to be in default. A User will be in default of these Terms if: (a) it fails to timely pay any amount owed to us; (b) it or a Permitted User breaches any provision of these Terms or violates any published policy applicable to the Zebrunner Services; (c) if, in our sole discretion, we believe that continued use of the Zebrunner Services by the User (or its Permitted Users) creates legal risk for Zebrunner or presents a threat to the security of the Zebrunner Services or Zebrunnert’s customers. If a User is in default, we may, without notice: (i) suspend its use of the Zebrunner Services; (ii) terminate its account; and (iv) pursue any other remedy available to us.
2. **Termination for Cause.** Either party may terminate these Terms if the other party (a) fails to cure any material breach of the Terms (including a failure to pay fees) within ten (10) days after written notice; (b) ceases operation without a successor.
3. **Effect of Termination.** Upon any expiration or termination, User will immediately cease any and all use of and access to all Zebrunner Services and delete (or, at Zebrunner’s request, return) any and all copies of the

Documentation, any Zebrunner passwords or access codes and any other Zebrunner CI in its possession. Any Fees accrued but not paid shall become immediately due and payable upon termination.

## **14. information and materials provided by you**

The security of Your Personal Data and Content is of the utmost importance to Zebrunner. For this reason, all communications, documents, information, and Content submitted to, sent through, or stored and/or used on the Website or Services by You will be subject to these Terms of Service and Privacy Policy, as outlined in Section 15 below. Zebrunner's Privacy Policy is subject to change at Zebrunner's sole discretion, however, any Zebrunner policy changes will not result in a material reduction in the level of protection provided for Your data.

## **15. confidentiality**

All Content and information provided by You shall be considered confidential including information regarding Your business and products, and all such information shall remain as Your intellectual property and will be held strictly confidential by Zebrunner, and, except as expressly authorized by You, these Terms of Service, or the Zebrunner Privacy Policy, shall not be divulged or published by Zebrunner nor authorized by Zebrunner to be divulged or published by others. Confidential information for purposes of this paragraph shall not include the following:

- Information, which is or becomes available to the general public, provided the disclosure of such information did not result from a breach by Zebrunner of this paragraph;
- Any Content or material that breaches Sections 3, 4, 7, 8, or any other Sections herein; and
- Such User Content as defined in Section 6, hereof.

## **16. privacy policy**

Zebrunner respects Your privacy and the use and protection of Your Personal Data. Please see Zebrunner's Privacy Policy at <https://zebrunner.com/privacy> for important information and disclosures relating to the collection and use of Your Personal Data in connection with Your Access and Use of the Zebrunner Website and Services. To ensure that Your end-users are informed of Zebrunner's processing practices, You are required to make Your own privacy policy available to Your end-users and provide a link to Zebrunner's Privacy Policy therein.

## **17. intellectual property (ip)**

0. **Sole Ownership of IP Rights.** The Zebrunner Website and Services, in their entirety, including the Zebrunner Website name and logo, and all other Zebrunner User Content (in accordance with Section 6, hereof), Content, site design, text, data, interfaces, product and service names, design marks, logos, button icons,

legends, images, photographs, music, audio or video clips, titles, page headers, graphics, software and the selection, expression, structure, arrangement, coordination, enhancement and presentation of said elements, as well as the “look and feel” of the Zebrunner Website (including color combinations, layout, design and all other graphical elements), are the sole property of Zebrunner and/or its authorized affiliates or Licensors. The foregoing elements of Zebrunner are protected by any and all U.S. and international copyright, service mark, and trademark treaties, laws, regulations, and rules and may not be copied, used or re-used for any purpose not expressly authorized in these Terms of Service, without Zebrunner’s prior written permission. You acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed. Material published by Zebrunner on the Zebrunner Website may contain other proprietary notices or describe products, services, processes, or technologies owned by Zebrunner to which the same such protections and rights discussed above will exist, unless such material is rightly owned by a third party.

1. **Use of Zebrunner IP.** Nothing in these Terms of Service or through the Use of Zebrunner Services shall be construed as granting You a license to Use such material under any copyright, service mark, trademark, patent or other intellectual property right of Zebrunner or any other third party, except as otherwise granted herein. Similarly, unless otherwise specifically provided herein or authorized by Zebrunner in writing, all rights in the Website, Services, and Content not expressly granted to You is reserved by Zebrunner. Pursuant to the License granted herein or as otherwise set forth, You **agree** not to copy, republish, frame, or make available for assign, download, distribution, lease, license, loan, modification, rent, sale, sublicense, transmission, reverse engineering, or creation of derivative works based on the Content, Website, Services, or Zebrunner itself, other than in conjunction with the Services offered by Zebrunner.

## **18. user ownership rights**

0. **Ownership of User Content.** Except as provided in Sections 6 & 16, hereof, Zebrunner acknowledges and agrees that it claims no ownership from You under these Terms of Service to any User Content that You post, submit, or upload to the Zebrunner Website or through its Services, including any intellectual property rights in Your User Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless agreed otherwise, You retain copyrights and any other rights You already hold in Your User Content. You alone are responsible for protecting those rights, as appropriate, and You **agree** that You are responsible for protecting and enforcing those rights and that Zebrunner has no obligation to do so on Your behalf.
1. **Right to Retain Copies.** Zebrunner reserves the right to retain a copy of all User Content that You post, upload, or submit to the Zebrunner Website or through its Services for any legitimate purposes as Zebrunner may have, such as defending itself from legal claims..

## **19. tools and statistical data**

0. **Monitoring of Services.** Zebrunner may use tools, scripts, software, and utilities (collectively, “**tools**”) to monitor and administer the Services and to help resolve



any Zebrunner service requests. The tools will not collect, report, or store any of Your data residing in the service production environment, except as necessary to troubleshoot service requests or other problems in the Services provided. Data collected by the tools (excluding production data) may also be used to assist in managing Zebrunner's product and service portfolio and for license management.

1. **Statistical Information.** Zebrunner may compile statistical information related to the performance of its Services and may make such information publicly available, provided that such information does not incorporate and/or identify Your data, Your confidential information, or include Your organization's name. Zebrunner retains all intellectual property rights in such statistical information.

## **20. third-party materials and linking to the website**

0. **General.** The Website and Services may include links to other websites and/or third-party products that are not under Zebrunner's control (collectively, "**Third-Party Materials**"). Third-Party Materials that may be appropriate or necessary for use with some Zebrunner Services are specified in the Terms of Service, as applicable. Your right to use such Third-Party Materials is governed by the terms of the Third-Party Materials license agreement specified by Zebrunner and not under these Terms of Service. Zebrunner shall not be responsible in any way for such Third-Party Materials and requires that You to read the terms of service and [privacy policy](#) of these third parties before taking advantage of their services. Zebrunner provides such links only for convenience to Users of the Website and Services, and the inclusion of any link to Third-Party Material(s) does not imply endorsement by Zebrunner of the content, products and/or services of such Third-Party Material(s). Notwithstanding any provision to the contrary herein, nothing in these Terms of Service shall be construed as to grant You any rights or licenses with regard to such Third-Party Material(s) or to entitle You to use such Third-Party Material(s). By using any of these Third-Party Materials, You **agree** that Zebrunner may share Your data associated with this use with any of these affiliated third parties to attain a specific result, as outlined in Zebrunner's Privacy Policy in Section 15, above.
1. **Linking to Website.** Linking to this Website is permitted provided that You comply with the following rules. You may link to the home page of this Website or to any other page of this Website. However, You are not allowed to use in-line linking (or hot-linking) or framing. You must not imply that Zebrunner endorses or sponsors the linker or its website, products or services. You must not use Zebrunner's intellectual property, including, but not limited to, trademarks, trade names, and copyrights without advance written permission from Zebrunner. Furthermore, You **agree** to remove the link at any time upon Zebrunner's request.

## **21. licenses and rights granted to zebrunner**

The Parties shall work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters. In addition, neither Party shall issue such publicity and general marketing communications concerning their relationship, or use the other Party's trademarks without the prior written consent of the other Party (not to be unreasonably withheld or delayed).



## 22. zebrunner warranties and disclaimers

0. **Services “As Is” and “As Available.”** except as otherwise provided in section 21 and section 26, hereof, all content and/or services are provided “as is” and “as available.” zebrunner hereby expressly disclaims any representations or warranties of any kind, express or implied, including without limitation warranties of merchantability, fitness for any particular purpose, non-infringement, or as to the operation of this website, services or the content. zebrunner does not warrant or make any representations as to the security of this website, the services, or content. you acknowledge that any information sent may be intercepted in transmission or otherwise. zebrunner does not warrant that the website, services, content, or the servers which make this website available or electronic communications sent by zebrunner are free from viruses or any other harmful elements. Except as agreed by Zebrunner in writing, contractors, agents, dealers or distributors of Zebrunner or any other third party shall not have a right to modify this limited warranty, nor to make any additional warranties.
1. **Use at Your Own Risk.** the use of the zebrunner website, services, or the downloading or other use of any products through the website is done at your own discretion and risk and with your **agreement** that you will be solely responsible for any damage to your computer system, loss of data, or other harm that results from such activities. zebrunner assumes no liability for any computer virus or other similar software code that is downloaded to your computer from the website or in connection with any services or products offered through the website. no advice or information whether oral or written, obtained by you from zebrunner or from the website shall create any warranty not expressly stated in these terms of service.

The Website and Services may contain references to specific Zebrunner products and Services that may not be (readily) available in a particular country. Any such reference does not imply or warrant that any such products or Services shall be available at any time in any particular country.

You understand and **agree** that by Using the Website and Services, You may be exposed to Content that You may find offensive, indecent or objectionable and that, in this respect, You use the Website and Services at Your own risk.

2. **Lack of Liability.** in no event shall zebrunner or any of its partners or affiliates be liable for any direct, indirect, consequential, punitive, special, or incidental damages (including, without limitation, damages for loss of business, contract, revenue, data, information or business interruption). this refusal of liability shall exist under any theory of liability resulting from, arising out of, or in connection with the use of, or inability to use, the website or services, or the content, products, services, statements, or actions of any third party on or through this website and services, any unauthorized access to or alteration of your transmission or data, any information that is sent or received, or not sent or received, any failure to store data, any loss of data, loss or damage to files, loss or damage to the content, or any services available through the website that are

delayed or interrupted, even if zebrunner has been advised of the possibility of such damages. any action brought against zebrunner pertaining to or in connection with this website and services must be commenced and notified to zebrunner in writing within one (1) year after the date the cause for action arose.

3. **Limitation of Liability.** in no event shall zebrunner's total liability to you for all damages in any one or more causes of action, whether in contract, tort or otherwise exceed the amounts paid to zebrunner under this agreement. this limitation of liability shall not apply to liability for death or personal injury to the extent that applicable law prohibits such limitation. furthermore, because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

## **23. ending your relationship with zebrunner**

These Terms of Service will continue to apply until terminated by either You or Zebrunner in accordance with these Terms of Service. If You want to terminate Your legal agreement with Zebrunner, You may do so by: (i) notifying Zebrunner at any time, and (ii) closing Your User Account(s) for all of the Services which You Access or Use. Any notice of termination should be sent to [support@zebrunner.com](mailto:support@zebrunner.com). Zebrunner reserves the right to terminate its legal agreement with You at its sole discretion.

To the extent permitted under applicable law, Zebrunner's User Content License, as outlined in Section 6.2, hereof, shall survive the expiration or termination of Your User Account(s).

## **24. technical support**

0. Zebrunner offers basic technical support for its Users at no extra cost. In order to receive technical support, You should contact Zebrunner at [support@zebrunner.com](mailto:support@zebrunner.com) or through the Website. In such communication, You should describe the nature of the problem to be resolved as well as other necessary information such as Your username, name, email, phone number, etc. Zebrunner will make all reasonable efforts to respond to such requests in a timely manner. You must cooperate with Zebrunner when seeking technical support services by providing information necessary to assist Zebrunner or as requested by Zebrunner's technical support team while diagnosing or resolving the issue(s). Although Zebrunner cannot guarantee that a technical issue will be resolved, Zebrunner will make all reasonable efforts to perform technical support services in a professional manner and to the satisfaction of You.
1. You are solely responsible for Your data. You must perform a successful and verified backup of Your data before Zebrunner or a third party performs any remedial, upgrade, or other work on Your systems. If applicable law prohibits exclusion of liability for lost data, then Zebrunner shall only be liable for the cost of the reasonable effort under industry standards to recover the lost data from Licensee's last available backup.

## **25. feedback**

You may from time to time provide suggestions, comments, or other feedback to Zebrunner with respect to any product, material, software, information, or the Services in general provided by Zebrunner (“**Feedback**”). Such Feedback is warmly appreciated and welcomed as Zebrunner strives to bring You the best possible Services. All Feedback is and shall be entirely voluntary and shall not, absent a separate agreement, create any confidentiality obligation for Zebrunner. Zebrunner will not disclose the source of any Feedback without notice to the providing party. However, Zebrunner shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to You. The foregoing shall not, however, affect either Your or Zebrunner’s obligations hereunder with respect to the information protected pursuant to Zebrunner’s [Privacy Policy](#), as outlined in Section 16 above.

## **26. trademark infringement notice.**

Zebrunner recognizes the importance of trademarks and takes allegations of trademark infringement very seriously. If You are the trademark owner (or the authorized representative of the owner), You can report a claim of trademark infringement to Zebrunner at [support@zebrunner.com](mailto:support@zebrunner.com). While Zebrunner does not adjudicate disputes between parties in connection with trademark infringement or any other matter, Zebrunner will make good faith effort to address Your concerns, including (in some instances) removing the infringing content or disabling access to the infringing content. However, in order to be assured that the claimed content is indeed infringing, Zebrunner may require proof from You, such as, for example a trademark registration or a court order finding trademark infringement. Some Services or products on the Website are created and operated by third-party developers or service providers. As such, Zebrunner does not have the ability to control the content made available through these applications or services. If You believe Your trademark has been infringed by a third-party service provider and not Zebrunner, You should contact the third party directly with Your concerns.

## **27. service access**

0. If You are Using the Services through a free trial pursuant to Section 8.6 of these Terms of Service, this Section 27 does not apply to You. For the avoidance of doubt, Zebrunner does not make any guarantees of any up-time for unpaid Services. Zebrunner will make the Services available seven (7) days per week, twenty-four (24) hours per day with an uptime of 98.0% other than (i) instances when the unplanned downtime was caused by third parties beyond reasonable control of Zebrunner, and (ii) scheduled downtime for periodic maintenance of Zebrunner Services and Dashboard for purposes of system upgrades, maintenance or backup procedures (“**Scheduled Downtime**”). You acknowledge and agree that Zebrunner may use reputable third parties for hosting purposes (e.g., Amazon) and some unplanned downtime may be due to the actions or inaction of such third parties and beyond Zebrunner’s reasonable control and, therefore, any such downtime, in the absence of gross negligence or willful misconduct by Zebrunner, shall not be deemed a breach by Zebrunner. Zebrunner will use its

commercially reasonable efforts to notify You as to unplanned downtime and Scheduled Downtime required for maintenance and upgrades.

1. Remedy for Downtime. If during a given month, the Dashboard and/or Services are not available for a period of time constituting over 15% of the total hours in the given month, Zebrunner shall credit to Your User Account an amount equal to 15% of the pro-rata monthly fee Licensee paid to Zebrunner. Such credits shall in no event exceed the applicable or pro-rata monthly subscription fee. Such credits are non-alienable, non-transferable and non-refundable, and can only be used to make payments to Zebrunner pursuant to Section 6 hereof. licensee's exclusive remedy for down time is a credit to your zebrunner account, which can not be redeemed for cash, transferred, or sold.

## **28. indemnification**

You hereby **agree** to indemnify and hold harmless Zebrunner, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty, or liability, which includes reasonable attorney fees and other professionals' costs, which are payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of User Content or Your breach of any representation, warranty, obligation, or covenant of these Terms of Service, or any products or Services purchased or obtained by You in connection with the Zebrunner Website.

Zebrunner retains the exclusive right to compromise, pay, and settle, without Your consent, any and all claims or causes of action that are brought against Zebrunner. Zebrunner also reserves the right, at Your expense, to assume the exclusive control or defense of any matter for which You are required to indemnify Zebrunner and You **agree** to cooperate with the defense of these claims. You **agree** not to settle any matter in which Zebrunner is named as a defendant and/or for which You have indemnity obligations under Section 29, hereof, without Zebrunner's prior written Consent. Zebrunner will use all reasonable efforts to communicate with and notify You of any such action, claim, or other proceeding in an acceptable and timely manner.

## **29. assignment**

Zebrunner may assign or delegate these Terms of Service, in whole or in part, to any person or entity at any time with or without Your consent. You, however, may not assign or delegate any rights or obligations under these Terms of Service without Zebrunner's prior written consent, and any unauthorized assignment and delegation by You shall be void and ineffective.

## **30. agreement to deal electronically**

All transactions with or through the Website or Services shall, unless initiated otherwise at Zebrunner's option, be conducted and executed electronically. Zebrunner may keep

records of any type of communication conducted via the Website or Services. You **agree** to receive and send electronic communications with Zebrunner, which shall include all agreements, disclosures, and notifications. All electronic records are deemed sent when they are properly addressed to the recipient and the record enters an information processing system outside the control of the sender or the record enters a region of an information processing system under the recipient's control. All electronic records are received when the record enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent, in a form capable of being processed by that system, and from which the recipient is able to retrieve the electronic record.

## **31. miscellaneous**

0. **Injunctive Relief.** You acknowledge and **agree** that any violation or breach of these Terms of Service may cause Zebrunner immediate and irreparable harm and damage. As a result, Zebrunner has the right to, and may in its sole discretion, immediately obtain preliminary injunctive relief (including, without limitation, temporary restraining orders) and seek permanent injunctive relief against You regarding any violation or breach of these Terms of Service. In addition to any and all other remedies available to Zebrunner in law or in equity, Zebrunner may seek specific performance of any term in these Terms of Service.
1. **Force Majeure.** With the exception of payment obligations, neither You nor Zebrunner will be liable for the failure to abide by or to perform an obligation under these Terms of Service, to the extent that such failure is caused by a force majeure event. A force majeure event includes acts of God, action by a governmental entity, civil disturbances, loss of electricity and/or telecommunications, natural disasters, strike, terrorism, war, or any other such extreme event beyond the reasonable control of either You or Zebrunner.
2. **Severability.** These Terms of Service will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of these Terms of Service is held to be invalid or unenforceable under applicable law, then (i) such provision will be interpreted, construed, or reformed to the extent necessary to render the same outcome as attempted in the original writing (or as close thereto as possible); and (ii) such invalidity or unenforceability will not affect any other provision of these Terms of Service. However, if any material limitation or restriction is deemed illegal, invalid, or otherwise unenforceable in regards to the License or User Content License (as outlined in Sections 4 & 6.2, above), the License will immediately terminate.
3. **Waiver; Terms of Service Rights.** In the case Zebrunner or You waive any breach or rights under these Terms of Service, this waiver will affect only that particular situation and will not waive any other future breach or rights. Additionally, the failure of Zebrunner to enforce these Terms of Service under strict performance will not be construed as a waiver of Zebrunner's rights and remedies, herein, nor shall the particular failure to enforce said situation stand as precedent that Zebrunner does not enforce these Terms of Service under strict performance. Zebrunner fully intends to enforce these Terms of Service in strict performance, however, Zebrunner reserves the right to enforce and waive

breaches, remedies, and rights on a case-by-case basis. Any such waiver, as discussed above, must be made in writing and executed by Zebrunner, and when appropriate You, in order for any effect to be given to said waiver. No waiver will be effective without Zebrunner's authorized signature, and when Your signature is required, no waiver also will be effective without Your authorized signature, unless Zebrunner can prove reasonable efforts were given or bad faith is at issue.

4. **Governing Law and Jurisdiction.** These Terms of Service shall be governed by and construed and enforced in accordance with the laws of the State of Nevada without reference to conflicts of law rules and principles. In the event of a dispute arising from or relating to the subject matter of these Terms of Service, suit may be brought only in the United States District Court for the District of Nevada, Las Vegas, provided that, in the event that suit may not be brought in the United States District Court for the District of Nevada, Las Vegas, suit may be brought in any court of competent jurisdiction in the State of Nevada. You further **agree** to submit to the personal jurisdiction of any such court in the State of Nevada for purposes of adjudicating any dispute arising from or relating to the subject matter of these Terms of Service and You **agree** to accept service of process in connection with any such suit. You also **agree** to the exclusive jurisdiction of the courts of the State of Nevada for any claim or cause of action arising out of, relating to, or in connection with these Terms of Service or the Website or Services, provided that such exclusivity does not apply to legal actions initiated or brought by Zebrunner. These Terms of Service shall not be governed by the United Nations Convention on Contracts (CISG), the application of which is expressly excluded.
5. **Entire Agreement.** These Terms of Service, including if not superseded by the most recent version (by calendar date of implementation) of Zebrunner's Terms of Service, constitute the entirety of the agreement between Zebrunner and You to Access and Use the Zebrunner Website and Services. As stated in Section 30.4, no waivers will be given effect that are not in writing, and likewise, no other documents shall be consulted or are necessary in interpreting this agreement between Zebrunner and You, besides these Terms of Service. Unless allowed for or excepted by these Terms of Service, the agreement between You and Zebrunner is wholly contained, herein.

zebrunner does not bear any responsibility nor assumes any risks if by any reason a product or a service made available on the website breaches national law of any country. those who access the website or services do so at their own initiative and are responsible for compliance with their national laws.

General questions to Zebrunner may be submitted at [support@zebrunner.com](mailto:support@zebrunner.com), or as outlined in Section 25, above.

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slogans are the trademarks and/or registered trademarks of Zebrunner, Inc. All other product and service marks contained herein are the trademarks of their respective owners. Any use of the Zebrunner, Inc. or third-party trademarks or logos without the express prior written consent of Zebrunner, Inc. or the applicable trademark owner is strictly prohibited.