

## ZINRAI MEMBER TERMS

**Effective Date: June 10, 2025**

**PLEASE READ THESE MEMBER TERMS CAREFULLY. THESE MEMBER TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

These Member Terms together with your online Member enrollment application constitute the agreement between you ("You" or "Your") and Zinrai LLC ("Zinrai", "We", "Us", or "Our") for the supply of products or services accessed on [www.zinrai.com](http://www.zinrai.com) (the "Site") and affiliated or linked sites, including but not limited to free trials and/or membership-based subscription services. The Zinrai Terms of Use published at [www.zinrai.com/terms-of-use](http://www.zinrai.com/terms-of-use) and the Zinrai Privacy Policy published at [www.zinrai.com/privacy-policy](http://www.zinrai.com/privacy-policy). Your Membership is effective on the date We provide You with confirmation by email of Your Membership and We have received payment for Your initial Membership fees and Your first twenty-eight (28) days recurring fees ("Effective Date"). We reserve the right to request certified or notarized copies of original documents evidencing Your identity as a prospective Member before confirming Your Membership or at any time during Your Membership and may reject any application to subscribe in Our sole discretion.

In consideration of Your payment of the initial and recurring Membership fees, We grant You the right to access and use Our products and services, to use the Site and, if applicable, to download and use any software included with Your Membership in accordance with these Member Terms. We reserve all other rights.

From time to time, Zinrai may change these Member Terms. Except as specifically provided below regarding amendments to the Dispute Resolution Agreement, You agree that You will be bound by any changes to these Member Terms thirty (30) days after notice of the amendment is emailed at the email address on file for You with Zinrai or is posted in the Zinrai back office. By continuing to use the products and services as a Member after the effective date of the amendment, You agree to the amended Member Terms. You may opt out of any proposed amendments by terminating Your membership prior to the effective date of such proposed amendments. Your continued participation in any way as a Member on or after the effective date of any amendment constitutes acceptance of the amended Member Terms. Amendments will not have a retroactive effect unless You have expressly agreed to such amendment.

### **Products and Services.**

We provide educational products and services primarily comprised of live interactive content [(supplemented by pre-recorded video and content in other formats)] for analyzing, learning and discussing generic information related to trading strategies. Information, products, and services provided through the Site are solely provided for educational purposes and are not personalized for the Member. Our products and services are intended to be used by those over the age of majority and are not suitable for minors. By enrolling to use Our services, You represent to Us that You are not a minor and that You can legally enter into this Agreement. We may terminate Your Membership if We become aware, or have a reasonable suspicion at any time that You are under the age of majority.

Our products and services do not facilitate, nor offer access to online platforms for, investment or online trading in securities, currency (including cryptocurrencies), or other financial or investment products or services. Zinrai, its independent sales representatives ("Brand Promoters"), and educators do NOT (i) provide personalized recommendations or advice on investment strategy, (ii) provide any regulated financial services, act as a registered investment advisor or broker-dealer, (iii) provide access to trading or broker-dealers, or (iv) facilitate mirror trading.

If You make, or plan to make, any investment or trade, You should seek independent financial advice from a qualified professional to verify any information, including user-generated content, that You find on Our Site or in Our products or services. Zinrai is not liable for any loss or damage, including without limitation, any loss of profit, which may arise, directly or indirectly, from the use of or reliance on such information and/or Zinrai, Brand Promoter, educator, or user-generated content.

### **Membership Fees**

You hereby authorize Us to (i) charge the initial Membership fee and the first twenty-eight (28) days' recurring Membership fee to the credit/debit card or other applicable payment method You provide or use with Your Membership application (the "Payment Method") on receipt of Your application to subscribe for Our products and/or services; and (ii) thereafter to automatically charge the Payment Method for each recurring Membership fee payment due and payable under these Member Terms. By submitting the Payment Method with Your application, or any amendment to the Payment Method thereafter, You represent that You are the owner or authorized user of the Payment Method to be charged. You acknowledge and agree that it is Your responsibility to ensure the Payment Method remains valid at all times during Your Membership, and that You will provide to Zinrai all information necessary to allow Us to charge the Payment Method (or any valid, replacement credit or debit card) for all amounts due and payable by You to us. You further acknowledge and agree that if the Payment Method expires or otherwise becomes invalid for any reason during Your Membership or You otherwise fail to pay any fees when due, then Your access to Our products and services may be restricted and Your Membership may be suspended.

Recurring Membership fees are charged every twenty-eight (28) days.

All Membership fees are charged, and refunds processed, and paid in US dollars (USD). Your card issuer or Payment Method provider may apply fees for foreign currency transactions and may determine the applicable foreign exchange rate for Your transaction. We do not have any control over the application of international transaction or foreign exchange fees, or rates, and We are not responsible for any differential between the price charged by Us or refund paid by Us in USD and the total price charged to You or received by You in a foreign currency.

To the extent permitted by law We reserve the right to apply reasonable account maintenance fees and to charge these to Your Payment Method. We will advise You in advance of introducing any such charges by notice in writing.

You may update Your Payment Method and other account information online in Your back office.

Your authorization under these Member Terms allows Us to adjust the scheduled charge to reflect any changes to the recurring Membership, other fees (if applicable), or taxes. We will notify You by email at least five (5) days prior to making any charge if there is a change to the recurring Membership fee.

**ALL PAYMENT AUTHORIZATIONS REMAIN IN EFFECT UNTIL YOUR MEMBERSHIP IS CHANGED, OR CANCELED BY YOU OR BY US.**

**ZINRAI RESERVES THE RIGHT TO CHANGE THE PAYMENT METHODS IT ACCEPTS AT ANY TIME IN ITS SOLE DISCRETION.**

### **Intellectual Property**

The Site and all materials, including images, illustrations, designs, icons, photographs, video clips, software, and written and other materials that are part of the Site and/or are used in any live session (collectively, the "Contents") may be subject to copyrights, trademarks, trade dress, and/or other intellectual property owned, controlled, or licensed by us, one of Our affiliates, or by third parties who have licensed their materials to Zinrai and may be protected by U.S. and international copyright laws. Subject to Your compliance with these Member Terms and solely for so long as You are permitted by Zinrai, You may access, view, download, and print the Contents for Your personal, non-commercial use only; provided, however, that You (1) retain all copyright, trademark, or other proprietary designations contained on all Contents; (2) do not modify or alter the Contents in any way except as expressly permitted; and (3) do not provide or make available the Contents to any third party in a commercial manner. No right, title, or interest in any downloaded materials or software is transferred to You as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell, or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site, or any related software.

### **User Account, Comments, and Ideas**

You certify that any content You provide on or through the Site, including Your participation in live educational sessions, is accurate and that the information You provide on or through the Site is complete.

You are solely responsible for maintaining the confidentiality and security of Your Member account, including Your username and password. We are not responsible for any losses arising out of the unauthorized use of Your Member account. Intentional sharing of Your username and password may be grounds for Us to terminate Your Membership. You agree that We do not have any responsibility if You lose or share access to Your device or Your account. Any agreement between You and the issuer of Your credit card, debit card, or other Payment Method will continue to govern Your use of such Payment Method on the Site. You agree that We are not a party to any such agreement, nor are We responsible for the content, accuracy, or unavailability of any method used for payment.

Except as otherwise provided by law or expressly stated in these Member Terms, at any time without notice to You, We may (1) change, restrict access to, suspend, or discontinue the Site or any portion of the Site; or (2) change, modify, or waive any fees required to use any services, functionality, or other content available through the Site or any portion of the Site.

We do not claim ownership of any questions, statements, comments, feedback, or reviews submitted or offered by You on or through this Site ("Comment(s)") or ideas, concepts, or know-how ("Ideas"). By making any Comment or disclosing Ideas, You agree that such Comment and/or Idea is non-confidential, non-proprietary, and may be disseminated or used by Us or other Members to enhance Our products and services without compensation to You. If You make a Comment or provide an Idea, You automatically grant or warrant that the owner of such content has expressly granted Us a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display (publicly or otherwise) the Comments and Ideas in any media or medium, or any form, format, or forum now known or hereafter developed.

You agree that You will not make any Comment or provide any Idea that is, in whole or in part, libelous; scandalous; inflammatory; discriminatory; defamatory; false; threatening; vulgar; obscene; pornographic; profane; abusive; harassing; invasive of another's privacy; hateful or bashing; aimed at gender, race, color, sexual orientation, national origin, religious views, or disability; in violation of local, state, national, or international law; or that infringes on, or violates, any right of any party.

Additionally, You agree that in using Our products or services You will not:

(a) make any Comment or provide any content that is an advertisement or solicitation of business; (b) disrupt the normal flow of dialogue or make a Comment or statement unrelated to the topic being discussed (unless it is clear the discussion is free-form); (c) post a chain letter; (d) impersonate another person; (e) distribute viruses or other harmful computer code; (f) harvest or otherwise collect information about others, including email addresses, without their consent; (g) post the same note more than once or engage in "spamming"; (h) share or sell Your account access, username, and password with or to third-parties; or (i) engage in any other conduct that restricts or inhibits any other person from using or enjoying the site, or which, in Our sole and exclusive judgment, exposes Us or any of Our officers, employees, contractors, brand promoters, licensors, partners, educators, or customers to any liability or detriment of any type, violates any policy posted on the Site or is intended to cause harm, damage, disable or otherwise interfere with Our business.

Under no circumstances will You make any Comment or contribute any content that states or implies, directly or indirectly, that Our products and services facilitate, or offer access to online platforms for, investment or online trading in securities, currency (including cryptocurrencies), or other financial or investment products or services. You may not use Our products or services to provide personalized recommendations or advice on investment strategy, provide any regulated financial services, act as a registered investment advisor or broker-dealer, provide access to trading or brokers, or facilitate mirror trading.

You are solely responsible for any Comments You make, the consequences of making a Comment, and Your reliance

on any Comments. We are not responsible for the consequences of any Comment, and while We do monitor the Site and live sessions on a random audit basis, We are not obliged to, and do not accept responsibility for screening or monitoring Comments.

You agree that You will not, during any live session, on any social media platform, or otherwise, make any false, misleading, inaccurate, or unrepresentative claims regarding earning potential as a result of using Zinrai products or services, including but not limited to claims related to replacing income impacted by coronavirus or making income from trading activity in which You may engage outside of Your use of Zinrai products and/or services.

You consent to us, at Our option, recording any live sessions You participate in and any Comment You make on the Site for the purposes of providing Our products and services and investigating any allegation that a Comment does not comply with these Member Terms. We may remove or request the removal of Comments that are abusive, illegal, disruptive, outdated, or otherwise fail to comply with these Member Terms.

#### **LIMITATION OF LIABILITY.**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, IN NO EVENT WILL ZINRAI, OR ITS DIRECTORS, AFFILIATES, OFFICERS, EMPLOYEES, CONTRACTORS, BRAND PROMOTERS, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR TO ANY OTHER PERSON, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL LOSSES OR DAMAGES, OR ANY OTHER LOSSES OR DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO YOUR MEMBERSHIP OR USE OF ZINRAI PRODUCTS OR SERVICES OR YOUR USE OF THE SITE, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. SUBJECT TO THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, ZINRAI WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE MEMBERSHIP FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE SITE AND YOUR MEMBERSHIP DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, ZINRAI WILL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY MEMBER OR OTHER USER OF THE SITE.

#### **Indemnification**

You agree to defend, indemnify, and hold Zinrai and its shareholders, directors, officers, contractors, and employees harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and court costs, arising from or related to Your misuse of the Site, arising out of or in connection with Your actions or omissions as a Member or any breach by You of these Member Terms. We reserve the right, at Our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by You and, in any case, You agree to cooperate with Us if and as requested by Us in the defense and settlement of such matter.

#### **DISPUTE RESOLUTION; AGREEMENT TO ARBITRATE; CLASS-ACTION WAIVER**

**READ THESE DISPUTE RESOLUTION TERMS CAREFULLY. THEY SUPERSEDE AND REPLACE ALL PRIOR TERMS FOR RESOLVING DISPUTES BETWEEN YOU AND ZINRAI, REQUIRE YOU AND ZINRAI TO ARBITRATE CERTAIN CLAIMS ("CLAIM(S)"), AND LIMIT HOW YOU AND ZINRAI CAN SEEK RELIEF FROM EACH OTHER. WITH LIMITED EXCEPTIONS, THESE TERMS PRECLUDE YOU AND ZINRAI FROM SUING IN COURT OR PARTICIPATING IN A CLASS ACTION AND YOU AND ZINRAI AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING. YOU AND ZINRAI ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. FOLLOW THE INSTRUCTIONS BELOW IN SECTION L IF YOU WISH TO OPT OUT OF THE REQUIREMENT TO ARBITRATE.**

**A. THE PARTIES TO THESE MEMBER TERMS AND CONDITIONS MUTUALLY AGREE THAT ANY CLAIM OR DISPUTE BETWEEN THEM ARISING FROM OR RELATING TO THESE MEMBER TERMS AND CONDITIONS OR THE RIGHTS OF THE PARTIES UNDER THESE MEMBER TERMS AND CONDITIONS WHICH CANNOT BE RESOLVED BY INFORMAL DISPUTE RESOLUTION SHALL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”). The rules applicable to Claims between You and Zinrai shall be AAA’s Consumer Arbitration Rules. The Consumer Arbitration Rules of the AAA are available at [www.adr.org](http://www.adr.org).**

**B.** In the event the AAA is unwilling or unable to hear the dispute, the Parties shall agree to, or an appropriate court shall select, another arbitration provider. Unless otherwise agreed upon by the Parties, any arbitration hearing shall take place in Miami, Florida, although either party may elect to participate in the arbitration by telephone. The Party filing the Demand for Arbitration shall be responsible for the initial filing fees and costs charged by AAA and the respondent shall be responsible for payment of filing fees for any Cross-Complaint or Counterclaim.

**C.** Although this agreement to arbitrate is made and entered into between You and Zinrai, Zinrai’s affiliates, owners, members, managers, and employees (“Related Parties”) are intended third party beneficiaries of the Member Terms including this agreement to arbitrate.

**D.** This agreement to arbitrate shall survive the termination of the Membership and the Member’s Zinrai account. Any issues related to the arbitrability of any claim, or the scope, validity or enforceability of this agreement to arbitrate shall be determined by the arbitrator. If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery via courier. The Demand for Arbitration must include a statement of the legal and factual basis of the claim(s) to be arbitrated. You will send a copy of any demand for arbitration to Zinrai by certified mail addressed to Zinrai LLC., 3333 Renaissance Blvd, Suite #209, Bonita Springs, FL 3413. Zinrai will send any demand for arbitration to You by certified mail using the current mailing address You provided in Your Zinrai Member enrollment or in Your Member profile, if updated. The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure and the parties shall be permitted to bring motions under FRCP Rules 12 and 56. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a final judgment in a court of competent jurisdiction.

**E. Required Informal Dispute Resolution.** Except for IP Claims (defined in Section F) and Claims requiring a temporary restraining order, if either of Us has a Claim against the other, both of Us must first attempt to resolve the Claim informally before the Claim may be brought in arbitration. You and Zinrai will make a good-faith effort to negotiate for forty-five (45) days towards the resolution of any Claim, or for a longer period as mutually agreed in writing by You and Zinrai. You will send any Claimant Notice to Zinrai by certified mail addressed to Zinrai LLC., 3333 Renaissance Blvd, Suite #209, Bonita Springs, FL 3413. Zinrai will send any Claimant Notice to You by certified mail using the current mailing address You provided in Your Zinrai Member profile. The Claimant Notice sent by either party must provide factual information sufficient for the receiving party to evaluate the Claim and must include the claimant’s name, address, email address, and any relevant purchase information and product information. Engaging in Informal Dispute Resolution is a condition precedent to either party’s right to initiate an arbitration.

**F. Claims Subject to Binding Arbitration; Exceptions.** Except for IP Claims, which are disputes that exclusively relate to infringement of Your or Zinrai’s intellectual property rights, both parties agree that all Claims meeting the requirements of Section E that are not resolved during the Informal Resolution Period, including Claims that are unrelated to IP Claims but are jointly filed with IP Claims, will only be resolved through binding arbitration.

**G. Small Claims.** You or Zinrai may pursue any Claim, except IP Claims, in a small-claims court instead of through arbitration if (i) the Claim meets the jurisdictional requirements of the small claims court and (ii) the small claims court does not permit class actions or similar representative actions or relief.

**H. Arbitration Fees.** You and Zinrai will each be responsible for paying the fees of the arbitrator and any administrative fees charged by AAA according to the rules and procedures of the AAA.

**I. Frivolous or Improper Claims.** To the extent permitted by law, a claimant must pay all reasonable costs and fees incurred by the responding party—including arbitration fees, attorney fees, and expert fees—related to a Claim if an arbitrator or court determines that (i) the Claim was not warranted by existing law or by a nonfrivolous argument or (ii) the Claim was filed in arbitration for any improper purpose, including to harass the responding party, cause unnecessary delay, or increase the cost of dispute resolution.

**J. Class Action Waiver.** You and Zinrai agree that by entering into the above agreement to arbitrate both parties are waiving their right to have any dispute or claim brought, heard or arbitrated as a class action lawsuit or class action arbitration, or any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. You and

Zinrai agree that an arbitrator shall not have any authority to hear or arbitrate any class or collective action. You and Zinrai agree that any claim that all or part of this class action waiver is unenforceable shall be determined by a state or federal court located in Las Vegas, Nevada and not by an arbitrator. You and Zinrai further agree that if a court determines that the limitations of this paragraph are deemed invalid or unenforceable, any putative class or representative action must be brought in a court of proper jurisdiction and not in arbitration.

**K. Mass Arbitrations.** If twenty- five (25) or more Claimant Notices are received by a party within one hundred and eighty (180) days of the first Claimant Notice that the party received, and all such Claimant Notices raise similar Claims and have the same or coordinated counsel, then these Claims will be considered “Mass Arbitrations.” You or Zinrai may advise the other if You or Zinrai believe that the Claims at issue are Mass Arbitrations, and disputes over whether a Claim meets the definition of “Mass Arbitrations” will be decided by the arbitration provider as an administrative matter. Mass Arbitrations shall proceed pursuant to the AAA Mass Arbitration procedures.

**L. 30-Day Right to Opt Out.** You have the right to opt out of arbitration by sending written notice of Your decision to opt out to the following address by mail: Zinrai LLC., 3333 Renaissance Blvd, Suite #209, Bonita Springs, FL 3413 within thirty (30) days of You first becoming subject to these Dispute Resolution Terms. Such notice must include the name of each person opting out and contact information for each such person, the specific products, or services used that are at issue, the email address that You used to set up Your Zinrai account (if You have one), and, if applicable, a copy of Your purchase receipt(s).

**M. Governing Law.**

All Claims shall be subject to, governed by, construed, and interpreted in accordance with the laws of the State of Florida, U.S.A., except for its conflict of law rules. The Federal Arbitration Act shall otherwise govern all matters relating to arbitration.

**N. Venue.**

All Claims not subject to arbitration pursuant to these Dispute Resolution Terms and that cannot be heard in small claims court will be resolved exclusively and have jurisdiction in the courts located in Miami, Florida, U.S.A.

**Termination**

You may terminate Your Membership at any time, by giving Zinrai written notice at [billing@zinrai.com](mailto:billing@zinrai.com) or by using the cancellation option in Your back office. If You cancel Your Membership You may continue to use the Site for the unused portion of the then current twenty-eight (28) day billing cycle. Your cancellation notice must be received at least five (5) business days prior to Your next charging date to ensure that no further charges are made.

We also may terminate Your Membership at any time and may do so immediately without notice and deny You access to the Site if, in Our sole discretion, We determine that You have failed to comply with any term or provision of these Member Terms (“Cause”). If We cancel Your Membership for Cause, no refund will be due to You. If We cancel Your Membership for reasons other than Cause, no refund or credit will be due to You except for the unused portion of the then current month’s Membership fee.

We reserve the right, in Our sole discretion, to approve or deny the reactivation of a canceled Membership. If You apply to reactivate a canceled Membership within six (6) months of cancellation, Your account may only be reactivated with the same Brand Promoter enroller as Your prior Membership.

You may cancel Your Membership by emailing [billing@zinrai.com](mailto:billing@zinrai.com) or using the cancellation option in Your back office.

The following sections survive termination of these Member Terms: Intellectual Property; User Accounts, Comments and Ideas; Limitation of Liability, Indemnification; Disputes & Arbitration; Privacy and Your Personal Data and Applicable Law.

**Privacy and Your Personal Data**

You understand and acknowledge that You and Your activity as a Member are subject to the [Zinrai Privacy Policy](#) and [Terms of Use](#), which are incorporated into and a material part of these Member Terms. You acknowledge that You have read and understand the Privacy Policy, and the Terms of Use and consent to the use of any personal information that You provide according to these Member Terms and the Privacy Policy. When You disclose personal data as part of the Member enrollment process, as well as other personal data disclosed in conducting Your activities

as a Member, You acknowledge that this information is necessary to allow Zinrai to fulfill its contractual obligations to You and the Zinrai network of Customers/Members, Zinrai Brand Promoters and suppliers, vendors and service providers. The data collected is used by Zinrai internal and authorized external service providers, suppliers and vendors taking part in the operation and management of the distribution network. You consent to the disclosure of Your name, telephone number(s), e-mail address(es), mailing address(es) and other contact information listed on Your online Member enrollment application or profile as updated, and information regarding Your Zinrai purchases (excluding Payment Method information), to internal departments, authorized service providers, Your sponsor, upline Brand Promoters and the Zinrai support team. You agree that Zinrai or a person acting on its behalf may contact You by telephone, text messaging, email, and other electronic communication channels. You consent and agree to being contacted in this manner at the telephone number(s) and email address(es) that You provide. Your carrier's standard rates will apply for calls and text messages. If You wish to opt out of promotional emails, You can unsubscribe from the Zinrai promotional email list by following the unsubscribe options in the promotional email itself, by emailing [support@zinrai.com](mailto:support@zinrai.com) or by electing to unsubscribe in Your back office. You will continue to receive emails regarding business-related transactions regardless of the email subscriptions that are chosen. If You wish to opt out of promotional texts, You may do so by responding as indicated to allow for opting out on the text itself. You may opt out of promotional telephone calls by simply requesting to be placed on the Zinrai do not contact list. You may also opt out of texts by email at [support@zinrai.com](mailto:support@zinrai.com). You acknowledge that You are not required to consent to receive promotional, emails, texts or calls as a condition of being a Member.

**BY SUBMITTING YOUR APPLICATION TO BECOME A MEMBER YOU AUTHORIZE ZINRAI, ITS AFFILIATES, ITS SERVICE PROVIDERS, ZINRAI BRAND PROMOTERS, AND REPRESENTATIVES, TO CONTACT YOU BY PHONE, MAIL, EMAIL AND VIA OTHER ELECTRONIC COMMUNICATION CHANNELS CONCERNING ZINRAI RELATED MATTERS.**

#### **General**

These Member Terms represent the complete agreement and understanding between You and Us and supersede all prior agreements and representations, commitments, or understandings, whether oral or written, made by or between You and Us with respect to the subject matter of these Member Terms. In the event of a conflict between the terms and conditions contained in these Member Terms, the Terms of Use and the Privacy Policy, the following order of precedence shall apply: first, (i) the Dispute Resolution Provisions, then (ii) these Member Terms, then (iii) the Zinrai Privacy Policy and lastly (iv) the Zinrai Terms of Use.

These Member Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between You and us.

Headings used in these Member Terms are for reference purposes only and in no way define or limit the scope of the section.

Subject to the Dispute Resolution Provisions, if any provision of these Member Terms is determined by an authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provisions or portions thereof shall not be affected thereby, and such authority should reform these Member Terms to the extent necessary in a manner that comes closest to expressing the intention of the invalid and unenforceable provision while rendering the otherwise unenforceable provision or portion thereof valid and enforceable.

The failure by Us to act with respect to a breach of these Member Terms by You or others does not constitute a waiver and will not limit Our rights with respect to such breach or any subsequent breaches.

You may not assign, transfer, or sublicense any or all of Your rights or obligations under these Member Terms without Our express prior written consent. We may assign, transfer, or sublicense any or all of Our rights or obligations under these Member Terms at any time and without Your consent, and upon such assignment, Zinrai shall be relieved of any and all duties, obligations, and/or liabilities arising from these Member Terms. These Member Terms shall be binding upon and inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

Any use of the term "including" or variations thereof in these Member Terms shall be construed as if followed by the phrase "without limitation."

Notices to You (including notices of changes to these Member Terms) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Member Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Member Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### **Additional Terms and Programs**

We may from time to time and in Our discretion notify You of additional terms that may be incorporated into these Member Terms that govern specific benefits, incentives and programs for Members.

#### **Governing Law**

These Member Terms will be governed by and construed in accordance with the law of the State of Florida, without regard to principles of conflicts of laws. The parties consent to jurisdiction and venue before any federal or state court in Lee County, Florida, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

#### **NOTICE OF CANCELLATION**

**Except where applicable law requires otherwise, You may cancel this transaction, without penalty or obligation, for a full refund, if You provide a valid cancellation notice postmarked within ten (10) days from the date of enrollment, exclusive of the date of signing. Except where applicable law requires otherwise if You cancel after the ten (10) day period, You are not entitled to any refund. To cancel You must deliver via email a written and dated copy notice of cancellation to [billing@zinrai.com](mailto:billing@zinrai.com) or cancel via the cancellation option in Your back office.**