Zinrai Website Terms of Use

Effective Date: June 10, 2025

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS OF USE REQUIRES 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.

Acceptance of the Terms of Use

These terms of use are entered into by and between you and Zinrai LLC ("Zinrai", "Company," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms of Use"), govern your access to and use of zinrai.com, including any content, functionality, and services offered on or through zinrai.com (the "Website"), whether as a guest or a registered user.

Please read the <u>Terms of Use</u> carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our <u>Privacy Policy</u>, found at zinrai.com, incorporated herein by reference.

If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is available to users who have reached the legal age of digital consent in their country of residence. If you are under this age, please do not use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in the section below titled "Governing law and Jurisdiction" and "Arbitration" will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website, so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Website or the entire Website.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy , and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with

access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the terms Zinrai, the Zinrai logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other
 person or entity (including, without limitation, by using email addresses or screen names associated with
 any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content

provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-todate. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the sale of goods or services, carried out through the Website, or resulting from visits made by you, are governed by our <u>Member Terms</u>, which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for

any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The laws of the State of Florida, USA govern these Terms of Use and use of the Website except where local law requires the laws of your place of residence must apply. Access to the Website may not be legal by certain persons or in certain countries. If You access the Website from outside the United States, You do so on your own initiative and at your own risk. In such circumstances, you are responsible for compliance with local laws, with the understanding that laws applicable in a foreign location may not be applicable to the Website.

Zinrai does not offer products or services for purchase to residents from the following:

Afghanistan, Belarus, Burma, Chad, China, Cote D'Ivoire, Cuba, Democratic Republic of the Congo, Equatorial Guinea, India, Iraq, Lebanon, Liberia, North Korea, Russia, Rwanda, Sudan, Syria, Zimbabwe, or the Crimea region of Ukraine.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND

WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchase through the site.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction), unless otherwise required by the laws of your country. Disputes may be submitted to the courts of your country of residence, unless local law requires otherwise.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located in the County of Lee, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

READ THESE DISPUTE RESOLUTION TERMS CAREFULLY. THEY SUPERSEDE AND REPLACE ALL PRIOR TERMS FOR RESOLVING DISPUTES BETWEEN YOU AND THE COMPANY (TOGETHER "THE PARTIES"), REQUIRE YOU AND THE COMPANY TO ARBITRATE CERTAIN CLAIMS, AND LIMIT HOW YOU AND THE COMPANY CAN SEEK RELIEF FROM EACH OTHER. WITH LIMITED EXCEPTIONS, THESE TERMS PRECLUDE YOU AND THE COMPANY FROM SUING IN COURT OR PARTICIPATING IN A CLASS ACTION AND YOU AND THE COMPANY 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 THE COMPANY ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. FOLLOW THE INSTRUCTIONS BELOW IN SECTION LIF YOU WISH TO OPT OUT OF THE REQUIREMENT TO ARBITRATE.

A.THE PARTIES TO THIS AGREEMENT MUTUALLY AGREE THAT ANY CLAIM OR DISPUTE BETWEEN THEM ARISING FROM OR RELATING TO THIS AGREEMENT OR THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT 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"). If You are a "Consumer," meaning that You only use our products or services for personal, family, or household purposes, the rules applicable to Claims between You and the Company shall be AAA's Consumer Arbitration Rules, as modified by these Dispute Resolution Terms. Otherwise, the rules applicable to Claims between You and the Company shall be the AAA's Commercial Rules. The Commercial and Consumer Rules of the AAA are available at 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 Bonita Springs, 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 the Company, the Company's affiliates, owners, members, managers, and employees ("Related Parties") are intended third-party beneficiaries of the Agreement, including this agreement to arbitrate.
- D. This agreement to arbitrate shall survive the termination of this Agreement. 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 the Company by certified mail addressed to the Company at 3333 Renaissance Blvd, Suite #213, Bonita Springs, FL 3413. The Company will send any demand for arbitration to You by certified mail using the current mailing address You provided in your Zinrai account. 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 the Company 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 the Company. You will send any Claimant Notice to the Company by certified mail addressed to the Company at 3333 Renaissance Blvd, Suite #213, Bonita Springs, FL 3413. The Company will send any Claimant Notice to You by certified mail using the current mailing address You provided in your Zinrai account. 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 the Company'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 the Company 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 or similar representative actions or relief.
- **H. Arbitration Fees**. You and the Company will 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 the Company 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 the Company agree that an arbitrator shall not have any authority to hear or arbitrate any class or collective action. You and the Company 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 [Miami], Florida and not by an arbitrator. You and the Company 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 the Company may advise the other if You or the Company 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 to the Company at 3333 Renaissance Blvd, Suite #213, 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 the county of Lee, Florida, U.S.A.

At Company's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying the laws of the state of Florida.

<u>Limitation on Time to File Claims</u>

UNLESS PROHIBITED BY APPLICABLE LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy, and if applicable, Brand Promoter Agreement or Member Terms constitute the sole and entire agreement between you and Zinrai regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website. If these Terms of Use are inconsistent with the Brand Promoter Agreement or Member Terms as applicable, those terms will control.

Your Comments and Concerns

This website is operated by Zinrai LLC, 3333 Renaissance Blvd, Suite #213, Bonita Springs, FL 3413.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: support@zinrai.com.