

Terms of Use

Welcome to Zaykutie, operated by Zaykutie, Inc. ("Zaykutie") and located online, at our Zaykutie website (e.g., **Zaykutie.com** or the "Site"), and social media platform, and offline (e.g., through customer support channels, our retail locations, and in-person promotional activities) (collectively, the "Platform"). The following terms and conditions (the "Terms") govern your use.

By accessing, viewing, purchasing or otherwise using the content, material, products, or services available on or through the Platform, you certify that you have read, understand, and agree to be legally bound by these Terms, as well as our Privacy Policy, each of which is incorporated by reference as if fully set forth herein.

THE ARBITRATION AGREEMENT IN SECTION 11 (DISPUTE RESOLUTION) OF THE TERMS CONTAIN PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. THE ARBITRATION AGREEMENT WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

You further certify that you are 13 years of age or older and that you have all the necessary rights, power and authority to enter into these Terms and perform the obligations set forth under these Terms. **Please ensure that you read these Terms, including the Privacy Policy, carefully.** You understand and agree that your use of the Platform or any content, material, products or services made available on or through the Platform (collectively, the "Services") signifies that you fully accept and agree to these Terms.

1. Registration

In order to access certain Services, you may be asked to register and create an account. As part of the registration process, you may be asked to click to agree to these Terms, and may then be asked to select or submit a user name and password. You may also be required to provide us with certain information about yourself including some types of personally identifiable information, including your legal name, phone number, address, email address, gender, and age. It is important that you provide us with accurate, complete and up-to-date information for your account and you agree to update such information to keep it accurate, complete and up-to-date. If you do not, we might have to suspend or terminate your account. You are responsible for ensuring that your password and account login are kept secret, safe, and secure at all times. Zaykutie will not be held responsible or liable for any misuse of your account in the event that a third party has access to and uses your password and account login in any way. You are responsible for all activities that occur under your account, whether or not you know about them.

When placing an order through the Platform, you will be required to provide other personal information, such as shipping address, billing address, and payment details. Additional information may be collected by Zaykutie or its third party providers at this time for security and anti-fraud purposes. You represent that the personal information you provide to us via the Platform is true, valid, complete and up-to-date in all respects, and you confirm that you are the person referred to in the shipping (unless the item is a gift) and billing information provided. Should any of the information you provide on the Platform change, please login to your account and update such information directly on the Platform. You agree that we may store, use, disclose and otherwise handle any personal information that you provide to us via the Platform in accordance with our **Privacy Policy**.

2. Purchases

The Platform allows you to browse, view, choose, and purchase various products or services on the Site. By purchasing products or services made available through the Platform, you represent that you have reached the age of majority (which in most states in the United States is 18 years old) and have the legal capacity to enter into a contract. If you are under the age of majority or cannot lawfully enter into a contract, you must have your parent or guardian review these Terms and the Privacy Policy, and register or place an order on your behalf. You further represent that you are buying products or services from the Platform for your own personal or household use only, and not for resale or export and that all purchases are intended for final delivery to locations within the US.

You may not purchase commercial quantities of our products without our prior written consent, and we may place limits on your purchases. We may also, among other things, restrict orders placed by or under the same customer account or the same credit card, or orders that use the same billing or shipping address. We reserve the right to limit, cancel or prohibit orders that, in our judgment, appear to be placed with an intent to resell or distribute our products. We further reserve the right to stop doing business with customers who violate this policy or any other part of the Terms. Except as may be previously and expressly authorized by us in writing, we also prohibit the offering, use, transfer, or acceptance of our products and gift cards for promotional purposes (e.g., as prizes in contests or sweepstakes) or in connection with any lottery, raffle or wagering scheme. We reserve the right to bar any users we suspect of violating this Section 2 (or any other provision of these Terms) from further use of the Services and to refuse, limit or cancel any related orders and/or suspend or cancel any related accounts. The inclusion of products on the Platform at any time does not guarantee that these products will be available for purchase. For more information about placing special orders, please contact sales@zaykutie.com or check out this [site](#). Prices posted on this Site may be different than prices offered by us at our physical locations. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. We may, in our sole discretion, offer promotional codes at certain points in time, or for certain audiences. In the event such promo codes are enabled, promo codes should be entered during the checkout process to be valid.

Discounts and discount thresholds exclude taxes and charges for shipping and handling. Discounts cannot be used in conjunction with any other offers.

Zaykutie may use a third party payment processor to process credit card transactions made through the Platform. You are also responsible for paying any governmental taxes imposed in connection with use of the Platform or the purchase or any products or services made available through the Platform, including sales, use, and excise taxes (excluding only taxes on Zaykuties net income). To the extent that Zaykutie is obligated to collect such taxes, the applicable tax will be added to your billing account. The risk of loss and title for products purchased from Zaykutie pass to you upon our delivery to the carrier. All sales are subject to our **shipping and return policies**, which shall be made available to you on the Platform or other delivered to you with your purchased goods. We monitor return activity for abuse and reserve the right to limit returns or exchanges in all instances. All refunds are at Zaykuties sole discretion.

3. General Restrictions on Use

You agree to use the Platform and the Services only for purposes that are permitted by these Terms and in compliance with all applicable laws, regulations, and generally accepted practices or guidelines in the relevant jurisdictions. You may only use the Platform, products, and Services for your non-commercial, non-exclusive, non-assignable, non-transferable and limited personal use, and for no other purposes.

You will not (and will not attempt to):

- Access any of the Services by any means other than through the interface that is provided by Zaykutie, including: (i) access, tamper with, or use non-public areas of the Services, Zaykutie' computer systems, or the technical delivery systems of Zaykutie' providers; (ii) attempt to probe, scan or test the vulnerability of any Zaykutie system or network or breach any security or authentication measures; or (iii) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Zaykutie' or any of Zaykutie' providers or any other third party (including another user) to protect the Services or Platforms;
 - Gain unauthorized access to Zaykutie' computer system or engage in any activity that interferes with the performance of, or impairs the functionality or security of the Platform, the Services, Zaykutie' networks and computer systems;
 - Access any of the Platform or the Services through any automated means or with any automated features or devices (including use of scripts or web crawlers);
 - Access or collect any personally identifiable information, including any names, email addresses or other such information for any purpose, including, without limitation, commercial purposes;
 - Reproduce, mirror, duplicate, copy, sell, trade, or resell any aspect of the Platform, Services, or products for any purpose; and
- Reproduce, duplicate, copy, sell, trade or resell any products or services bearing any trademark, service mark, trade name, logo or service mark owned by Zaykutie in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

4. Content

As between you and Zaykutie, Zaykutie owns or licenses all information and materials, including logos, designs, titles, phrases, product names, images, illustrations, icons, photographs, and the copyrights, trademarks, service marks, trade dress, and other intellectual property rights associated therewith, in or made available through the Platform (“Platform Content”), as well as the selection, coordination, arrangement, and organization and enhancement of the Platform Content. All Platform Content is protected pursuant to copyright, trademark, patent, and other applicable laws. You agree not to remove or alter any copyright notice or any other proprietary notice on any Platform Content. As between you and Zaykutie, all names, trademarks, symbols, slogans, or logos appearing on the Platform, products, or Site are proprietary to Zaykutie or its affiliates, licensors, or suppliers. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Platform Content, other than the right to use the Platform Content in accordance with these Terms.

Certain features of the Platform may allow you to contribute feedback and other information to the Platform for access, use, viewing, and commentary by other users of the Platform (collectively, “Comments”). By posting Comments, you represent that you have the full legal right to provide the Comments and that use of the Comments by Zaykutie on the Platform, and all other persons and entities, will not: (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of your failure to obtain consent to post personally identifying or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement; (c) constitute disclosure of any confidential information owned by any third party; or (d) constitute content that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” Upon your submission of Comments or other material or information to Zaykutie, and in consideration of your use of the Platform and other good and valuable consideration which you acknowledge, you grant Zaykutie a worldwide, perpetual, irrevocable, transferable, license to access, use, publish, adapt, translate, distribute, reproduce, display, modify, create derivative works based upon, and sublicense the Comments, all without any compensation to you whatsoever; and that you will indemnify Zaykutie for all claims resulting from content you supply. Zaykutie has the right but not the obligation to monitor and edit or remove any activity or content. Zaykutie takes no responsibility and assumes no liability for any content shared by you or any third party through the Platform. For avoidance of doubt, Zaykutie shall be under no obligation: (1) to maintain any Comments in confidence; (2) to compensate you in any way for your Comments; or (3) to respond to any Comments.

5. Errors, Inaccuracies, and Omissions

Occasionally there may be information on the Platform that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if

any information on the Platform is inaccurate at any time without prior notice (including after you have submitted your order). We cannot and do not review all communications, products, or services made available on or through the Platform, but, although not obligated to, may review, verify, make changes to or remove any Comments, Platform Content, or the Platform, including information submitted in connection with the Platform Content or other features at any time, with or without notice in our sole discretion.

6. Disclaimers and Warranties

Zaykutie reserves the right to change the assortment of items offered and to limit the quantity of items that may be purchased from time to time and at any time, without prior notice. We also reserve the right to alter the terms or duration of any special offers or sale promotion. Zaykutie is not liable in case of stock outage or unavailability of products. We use reasonable efforts to display as accurately as possible the colors of our products that appear at the Platform, but we cannot guarantee that your computer monitor's or mobile device's screen's display of any color will be accurate.

Zaykutie expressly disclaims, to the fullest extent permitted by law, any express or implied warranties: (i) that the Platform, Services, Platform Content, products, goods, advice, information or links provided on the Platform will meet your requirements; (ii) that the Services will be uninterrupted, timely, secure or free from error; (iii) that defects in the operation or functionality of any software provided to you as part of the Services will be corrected; (iv) regarding the Platform Content, goods, services, advice, information or links provided by any third parties or users; (v) that the Platform, Platform Content, products, goods, services, advice, or information displayed on the Platform will meet your requirements; and (vi) that the Platform will be error-free or that any errors will be corrected. No advice or information, whether oral or written, obtained by you from the Platform shall create any warranty not expressly stated in these Terms.

You understand that the technical processing and transmission of any Platform Content and Comments may be transferred unencrypted and involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent to or from our Platform will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to us via the Platform or the Internet, including, for example, personal information such as your name or address. Zaykutie assumes no responsibility for: (a) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication; and (b) any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Platforms, including any injury or damage to you or to any person's computer related to or resulting from use of the Services or the Platforms.

Zaykutie shall have no liability to you for any damages, delays, or failure in carrying out its obligations to any customer for reasons beyond Zaykutie' control, including without limitation, fire, lightning, explosions, power surge or failure, water, acts of God, war or terrorism, natural disasters, labor unrest, charges in or compliance with laws, revolution, civil commotion, laws, regulations, or governmental policies, and shortages of supplies and services. Zaykutie may extend delivery of an order so affected without liability to the customer except for the return of any payment made by the customer to Zaykutie with respect to any undelivered portion of the order so cancelled.

You should consult your doctor before beginning any exercise, training or athletic program. Zaykutie is not responsible for any medical or health problems that may result from your engaging in any activities described on this site or from any information you obtain from this site. If you ever feel discomfort or pain, you should not continue.

No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Platform, Platform Content, products and/or Services except to the extent that they are expressly set out in these Terms.

7. Limitation of Liability

IN NO EVENT WILL ZAYKUTIE BE LIABLE FOR DAMAGES OTHER THAN ACTUAL AND DIRECT DAMAGES PROVEN IN A COURT OF LAW. IN NO EVENT SHALL ZAYKUTIE' LIABILITY EXCEED THE PRICE YOU PAID FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF ZAYKUTIE AND ITS LICENSORS SHALL NOT EXCEED TEN DOLLARS (\$10).

Without limiting the foregoing, you understand and acknowledge that Zaykutie shall not be liable to you for:

- Any indirect, incidental, special, consequential, punitive or exemplary losses which may be incurred by you arising out of your use of, or inability to use, the Platform, products, or Services, including any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you; or
- Any loss or damage which may be incurred by you as a result of: (i) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Platform, products, or Services; (ii) any changes that Zaykutie may make to the Platform, products, or Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services); (iii) the deletion of, corruption of, unauthorized access to, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Platform or the Services; (iv) the use of any products or services obtained on or through the

Platform; or (v) any other matter relating to the Platform, Services, Platform Content, or Comments.

The limitations on Zaykutie' liability to you in this Section 7 shall apply whether or not Zaykutie has been advised of or should have been aware of the possibility of any such losses arising, and will survive these Terms and your use of the Platform, products, and Services.

IF YOU ARE DISSATISFIED WITH THE PLATFORM, SERVICES, OR TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PLATFORM AND SERVICES.

8. Indemnity

You agree to defend, indemnify and hold harmless Zaykutie, its officers, directors, members, employees, agents, affiliates, licensors and suppliers, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from: (i) your use of and access to the Platform and Services; (ii) your violation of any of these Terms, including the Privacy Policy; (iii) your violation of any third party rights, including without limitation any copyright, intellectual property, or privacy rights; or (vi) the use by any other persons accessing any Platform using your account or account login. This defense and indemnification obligation will survive these Terms and your use of the Platform and Services. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate in all reasonable respects in such defense. You may not settle any claim contemplated in this Section 8 without the prior written consent of Zaykutie.

9. Links To Other Sites

The Platform may contain links or references to other websites outside of our control. Links to other websites may use our Platform logo or style as a result of a co-branding agreement. These websites may send cookies to you and may collect personally identifiable information about you and make use of that data in ways that the Platforms would not. Please be aware that Zaykutie has no control over these websites and that these Terms do not apply to any third party sites. Zaykutie cannot be held responsible for those sites or external sources, or for any damage or losses deriving from the use of the content, or goods and services available on those sites or external sources. Zaykutie encourages you to read the privacy policies and terms of use linked or referenced in the websites you enter.

10. Complaint Procedures

If you believe that any content or postings on the Site violates your intellectual property or other rights, please notify Zaykutie by email at sales@zaykutie.com with a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your email address; (c) the nature and

substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is objectionable; and (d) the following statement: “The statements, representations, and assertions made in this message are true, complete, and accurate and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message.”

11. Dispute Resolution

YOU AND ZAYKUTIE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. Any dispute arising out of these Terms shall be resolved exclusively through final and binding arbitration conducted by the American Arbitration Association (the “AAA”). Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of these Terms, as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability and the scope or enforceability of this agreement to arbitrate shall be for a court of competent jurisdiction to decide. Arbitration shall take place in San Francisco, California, unless Zaykutie elects otherwise. You can begin an arbitration proceeding by sending an email requesting arbitration and describing your claim to sales@zaykutie.com.

All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. You and Zaykutie agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and Zaykutie hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of California. The arbitrator shall not be bound by rulings in prior arbitrations involving different Zaykutie users, but is bound by rulings in prior arbitrations involving the same Zaykutie user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this agreement to arbitrate. If the value of the relief sought is \$10,000 or less, at your request, Zaykutie will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by Zaykutie should be submitted by mail to the AAA along with your demand for arbitration and Zaykutie will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than

\$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, Zaykutie will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the costs of accessing arbitration from being prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Zaykutie for all fees associated with the arbitration paid by Zaykutie on your behalf that you otherwise would be obligated to pay under the AAA's rules. If an arbitrator or court decides that any part of this agreement to arbitrate is invalid or unenforceable, the other parts of this agreement to arbitrate shall still apply.

You can choose to reject this agreement to arbitrate by mailing us a written opt-out notice ("Opt-Out Notice"). The Opt-Out Notice must be postmarked no later than thirty days after the date you accept these Terms for the first time. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street number and address, city, state, and zip code), phone number, and the email address used to log in to the Zaykutie account to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of these Terms will continue to apply. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

12. Miscellaneous

These Terms, including the Privacy Policy, constitute the whole legal agreement between you and Zaykutie and govern your use of the Platform, products, Services and any transactions you may have with Zaykutie through the Platform and completely replaces and supersedes any prior agreements or understanding, arrangements, undertaking or proposal, written or oral, between you and Zaykutie in relation to such matters. In the event any other rule, code of conduct, or other matter posted on the Platform conflicts with the terms of these Terms, these Terms shall govern. No oral explanation or oral information given by any party shall alter the interpretation of these Terms. Notwithstanding the foregoing, you understand that Zaykutie may make changes to these Terms from time to time. Your continued use of the Platform following the posting of changes to these Terms will be considered your consent to those changes. When these changes are made, Zaykutie will make a new copy of the Terms available on the Site. You agree that Zaykutie is under no obligation to provide you with notices regarding changes to the Terms. You understand that it is your responsibility to check the Terms regularly for changes.

You agree that if Zaykutie does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Zaykutie has the benefit of under any applicable law), this will not be taken to be a formal waiver of Zaykutie's rights and that those rights or remedies will still be available to Zaykutie. If any court of law, having the jurisdiction to decide a matter arising out of these Terms, rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of the Terms and the remaining provisions

will continue to be valid and enforceable. The Terms shall be governed by the laws of the State of California without regard to choice of law principles.

The Platform is controlled and operated from within the United States. Without limiting anything else, Zaykutie makes no representation that the Platform, Platform Content, Comments, services, products, information or other materials available on, in, or through the Platform is appropriate or available for use in locations other than those indicated on our website, and access to them from territories where they are illegal is prohibited. Those who choose to access the Platform from other locations do so on their own volition and are responsible for compliance with applicable laws.

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