

Zaahah Terms of Service

Last Revised: December 26, 2014

PLEASE CAREFULLY READ THESE TERMS OF SERVICE ("TERMS"). BY AGREEING TO THESE TERMS OR USING THE SERVICE, YOU AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE ANY SERVICES. IF YOU AGREE ON BEHALF OF AN ORGANIZATION, YOU REPRESENT TO US THAT YOU HAVE ACTUAL AUTHORITY TO BIND THE ORGANIZATION TO THESE TERMS.

1. About These Terms.

1.1 As noted above, by accepting or using any Service, you agree to all of the Terms of Service. Zaahah may provide an updated version of these Terms to you by posting it on the Service or by sending a copy via email. If you choose not to be bound by any new or subsequent version of these Terms, please terminate your account with Zaahah promptly thereafter, and the most recent version of these Terms prior to your terminating your account shall control.

1.2 The following terms have the following meanings.

"Administrator" means the person authorized by a Subscriber to administer the Services on behalf of the Subscriber, including administering Clubs. An Administrator who administers a particular Club is called a Club Advisor. The Subscriber may permit Users to form their own Clubs, and by default the User that establishes a Club shall be the initial Administrator or Club Advisor for that Club.

"Club" means a group or subset of Users that receives Services pursuant to these Terms. There are three types of Clubs: "Invite Only Club", "Public Club" and "Private Club".

"Club Advisor" means the Administrator of a Club.

"Content" means information and data in any and all formats, including text, links, photographs, graphic, videos, sound files. "User Content" is Content provided by a User. "Subscriber Content" is Content provided by or on behalf of a Subscriber. "Zaahah Content" is Content provided by Zaahah. "Flagged Content" means any Content that has been flagged or marked as inappropriate by a User, a Club Advisor or other Administrator.

"Error" means a reproducible failure of a Service to perform in substantial conformity with the Service's specifications as set forth in Zaahah's current documentation.

"Fee" means any amount payable to Zaahah for any Services provided pursuant to these Terms.

"Privacy Policy" means Zaahah's statement of data privacy practices.

"Profile" means information about each User and the User's use of the Service that the User chooses to share. Each User may utilize multiple Profiles, including personal, school, and work Profiles.

"Schedule" means one or more documents that may be updated by Zaahah from time to time that states each Service offered by Zaahah, the specifications for the Service, and the Fees for the Service.

"Service" means a service currently offered by Zaahah to Subscribers, Administrators, Clubs and Users.

"Subscriber" means the organization that has contracted with Zaahah for the provision of the Service. A Subscriber may be any type of organization or person. A Subscriber may authorize Users as Administrators of the Subscriber's Zaahah account and assign Club Advisors to individual Clubs.

“Support” means assistance provided by Zaahah regarding the use of the Services.

“Terms” means these Terms of Service, plus any other documents currently made a part of the binding contract with Zaahah, including the Privacy Policy and any Schedules.

“User” means each person who registers with Zaahah to establish a login identification and a password, and may be granted privileges by a Club Administrator.

“You” and “your” mean each Subscriber, Administrator, Club, Club Advisor and User.

“Zaahah” or “we” or “us” or “our” means StartUP Productions LLC.

2. Privacy.

Your privacy is important to Zaahah. Our **Privacy Policy** discloses how you can explore your interests and connect with other Users who share similar interests or Clubs about the same interest. It also discloses what information we collect and how we use your content and information. We encourage you to read the **Privacy Policy**.

3. Subscriber’s Access.

Each Subscriber may create online Clubs that are linked to the Subscriber. Each Subscriber by its Administrators may:

- Create Users with administrative privileges (Administrators) over the Subscriber’s Zaahah account and Subscriber’s Clubs.
- Create, update and delete Clubs that are linked to the Subscriber.
- Invite individuals to be Users and Club Advisors.
- Update the Zaahah “Search Bar” with a new question or provide other Content.

4. User Access

Presently, users must be invited to join a Club by another user or a Subscriber. In accepting the invitation and joining Zaahah the User accepts these Terms. The User further acknowledges, that if he or she chooses to join Clubs: that are linked to a Subscriber or linked another individual User, the creator of these Clubs is not responsible for any:

- content, of any type, that is added to a Club
- comments made, or any type, on content that was added,
- chat sessions or emails between members of clubs.

5. Club Advisors and Administrators.

Club Advisors are Users who have certain administrative privileges over individual Clubs. Users who create a Club are automatically Club Advisors. Other Users can also be given Club Advisor privileges. In addition to normal User privileges, Club Advisors may:

- Invite Users and non-Users of Zaahah to join a Club.
- Approve or refuse Users who have requested an invitation to join a Club.
- Remove Users from a Club.
- Edit a Club's "About Us" page.
- Choose or modify the type or membership of the Club (e.g., an Invite Only Club, Public Club or a Private Club).
- Edit Club settings.
- Add, view, edit and delete Club resources that are accessible to Club Users or only to Club Advisors.
- View Flagged Content and either suspend the poster, warn the poster, delete the Content, or delete the report.

5. Users.

Individuals may be invited to become a User by a Subscriber or another User. At this time, individuals may not join Zaahah without being invited. Users may:

- Create Invite Only Clubs, Public Clubs and Private Clubs. An Invite Only Club is the default Club type.
- Accept an invitation to a Club. If the individual is not a User the individual will be asked to complete registration to join the Service.
- Join Public Clubs.
- Request an invitation to join an Invite Only Club.
- Invite Users and non-Users to join a Club where the User is Club Advisor or creator of the Club.
- Follow Users and be followed.
- Add Content to Clubs to which the User belongs, and add Content to the User's own Profile.
- Comment on Content.
- Like and Unlike Content.
- Flag certain Content as inappropriate for the Service, which then becomes "Flagged Content."

6. Search.

Zaahah has integrated search, discovery and social sharing for its Users. You may search Zaahah, and Zaahah will display other Users who have searched on similar topics, Clubs that may be interested in those topics, and your search history.

From search results you can view the public Profile of Users of Invite Only Clubs or Public Clubs who matched your search. Private Clubs will not be displayed in search results. When you search other Users who have searched on a similar topic will may access your public Profile and have the opportunity to initiate a chat or follow you.

7. Clubs.

Users can create or join Clubs, which are typically about an activity or a common interest. Clubs can be Invite Only Clubs, Public Clubs or Private Clubs. An Invite Only Club is the default type for all Clubs.

Invite Only Clubs do come up in search results. A User can request an invite to an Invite Only Club. If the User's request is accepted, the User becomes a member of the Club.

Public Clubs also come up in search results. You can join a Public Club and become a member.

Private Clubs do NOT come up in search results. In order to join a Private Club, you must be invited.

When a User creates a Club, the User is automatically made the Club Advisor and can invite other Users and other Club Advisors to join. For any Club created by a User other than a Subscriber-appointed Administrator, the Subscriber will not have access to or able to manage members and content added to the Club.

When a User is a member of a Club, the User can add Content to the Club, comment on content, like content, and flag content, unless a Club Advisor has limited the rights of Club members to add Content. The User who is a member of a Club may also view: content added to the Club, Club About Us, Club Resources, and Club Members

8. Adding and Sharing Content.

Each Subscriber and each User represents and warrants that it has all rights necessary to provide any Content it provides to Zaahah, including without limitation ownership of the Content or a written license to access, use, publish, transmit and broadcast the Content to, on and through Zaahah.

Each Subscriber grants Zaahah a transferable, irrevocable, sublicenseable, non-exclusive right and license to access, use, publish, transmit and broadcast the Subscriber Content provided by or on behalf of Subscriber and derivative works of the Subscriber Content made or provided to Zaahah for use in or with the Service (the "Subscriber Content License").

Each User grants Zaahah a transferable, irrevocable, sublicenseable, non-exclusive right and license to access, use, publish, transmit and broadcast the User Content provided by User and derivative works of the User Content made or provided to Zaahah for use in or with the Service (the "User Content License").

Zaahah grants each Subscriber and User a non-transferable, revocable, non-sublicenseable, non-exclusive right and license to access and use the Zaahah Content for use in or with the Service (the "Zaahah Content License").

The User Content License is perpetual. The Subscriber Content License and the Zaahah Content License terminate when the Subscriber terminates its account with Zaahah.

Any and all rights that a Subscriber may have in its Content are owned by Subscriber. Any and all rights that a User may have in its Content are owned by User. Any and all rights that Zaahah may have in its Content are owned by Zaahah. Each party reserves all of its rights in its Content not expressly authorized by these Terms.

Subscriber acknowledges that Zaahah may take down or remove any Content at any time for any reason, including in compliance with court orders and regulatory processes.

In addition to the Zaahah Content, the Zaahah Service, including where applicable its structure, sequence, organization, APIs, executable code and source code, and the ideas and expressions thereof which are contained therein (collectively, the "Zaahah Platform"), is the proprietary information and trade secrets of Zaahah. Except as stated in these Terms or as authorized in writing by Zaahah, no one may in any manner or form disclose, provide, or otherwise make available, in whole or in part, the Zaahah Platform or any Service, documentation or any other proprietary information of Zaahah to any other person. You agree to use at least the same degree of care in protecting the proprietary nature of such information and materials that you exercise in protecting your own trade secrets and proprietary information and materials, and in no event less than a reasonable standard of care.

Each party to these Terms may own one or more trademarks, service marks and other indicators of source ("Marks") for its goods and services. Any and all use of a party's Mark in connection with these Terms, and the goodwill generated thereby, shall inure to the benefit of the party that owns the Mark.

9. User Safety.

Zaahah is designed to be a safe place for Users to explore their interests, connect with other Users, and join Clubs about their interests. Users can easily join Clubs, share and comment on Content, chat, or follow other Users.

The Subscriber and each User agrees to the following:

- You may not bully, harass, intimidate or stalk other Users.
- You may not post Content, including comments, that is hate speech, is threatening, incites violence, is pornographic, contains nudity, or contains graphic or gratuitous violence.
- You may not post any unauthorized commercial communications, including any advertisements, promotions, coupons giveaways, contest or other incentives.
- You may not use the Service to engage in any dishonest or deceptive practice.
- You may not create an account using a fake identity. You may elect to display your name, user-name or nickname to other Users, which is a standard option for the Service.
- You may not attempt to access the Service for any purpose using automated means (such as, harvesting 'bots or other robots, spiders, or scrapers).
- You may not upload any executable file or any file that is known or suspected to be a virus or malicious code.
- You may not do anything that could disable, overburden, or impair the proper working or appearance of the Service.
- You may not solicit the login information of any other User or attempt to access another User's account.
- You may not upload or transmit any Content that violates any applicable law, regulation or requirement, including any violation of copyright, trademark, trade secret, contract or other laws.
- You may not communicate in a threatening, harassing, abusive, defamatory, hateful, obscene, or objectionable manner.
- You may not post another individual's identifying or financial information on the Service.

- You will not use the Service as a public forum for a personal dispute you may have with another User or individual.

If you see inappropriate or bullying Content or activity we ask that you report it using the Service's built in tools, including Zaahah's Flagged Content tools.

10. Signup and Account Security.

With Zaahah, Users are required to provide their real identity, including names and contact information. However, Users are provided multiple Profiles; personal, school, and work. Each Zaahah Profile may reflect a User's type of interaction with Zaahah, and allows each User to organize Content, connections and conversation by Profile. With each Profile, a User may choose to display the User's user-name or a nickname for that Profile.

Zaahah assigns each User a default Profile type. For students, the default Profile is school. For school faculty and staff, the default Profile is work. For parents and alumni, the default Profile is personal.

Each User agrees to the following:

- You will not provide any false information about you, including in any Profile, regardless of whether it is personal, school or work related.

- Unless you are creating an account for you a legal dependent, you will not create an account or Profiles for another individual.

- You will not create more than one account per User, although each User account may have multiple Profiles.

- If your User account has been disabled, you may not create another account

- Each User must be 13 years old or older. Zaahah currently does not support Users under the age of 13.

- You may not use Zaahah if you are a convicted sex offender.

- You may not share your login information with any other User, except that a child or dependent may share his or her login information with his or her parent or guardian.

- You may not transfer your User account to another User.

- You will reset your password if you have reason to believe that your User account has been hacked or compromised.

Zaahah reserves the right to refuse a User, refuse a user-name or reclaim a user-name for any reason. Zaahah may block any Username or Club for any purpose including, but not limited to: names that are trademarked or associated with bullying, cyberbullying, violence, hate or intolerance.

11. Mobile.

The Service is a responsive web application and is designed to work on mobile devices. We are developing native mobile applications. Users can access the Services on their mobile devices via a browser. Your mobile carrier's charges, such as data usage apply. Zaahah is not responsible for any carrier charges incurred by you

If you deactivate your mobile account with your carrier, your carrier will likely re-assign you prior mobile number to a third person. Please update Zaahah with 48 hours to minimize any mobile notifications being sent to the person who is assigned your prior mobile number.

12. Linking to the Service.

Zaahah encourages its Subscribers and Users to include a link to Zaahah on their own website or mobile application. If you link to Zaahah from your website or mobile application, you are responsible for the performance of your website or mobile application. Zaahah will not provide any support for your website or mobile application.

You may not show any ads, search boxes or links on the Service. You will not attempt to modify the Service in any way. You may not represent yourself as having a relationship with Zaahah other than that of Subscriber, User, or Administrator, if and when appropriate to do so.

We may highlight your use of the Service in press releases or online materials, such as a list of schools using the Service. If the link is broken, you will immediately inform Zaahah by emailing link@zaahah.com.

13. Advertising.

Zaahah's goal is to minimize advertising and sponsored Content. But when advertisements are displayed, Zaahah will provide Users the most relevant advertising possible. We encourage you to like advertisements or sponsored Content that interests you.

Zaahah may provide advertisers access to information about Users to help them provide Users with the most relevant information, promotions, special offers or sponsored Content. When you engage with Content, you allow Zaahah to provide the advertiser with information that does not identify you ("non-personal information"), such as sex, age range and city, and you allow the advertiser to forward you a message, a promotion or special offer through the Services.

If you choose to respond to the advertiser and give them your personally-identifiable information ("personal information"), then they may contact you directly. You acknowledge that Zaahah is not a party to these communications or transactions and assumes no responsibility, of any kind, related to such interactions.

If you are self-employed, and have no employees or contractors working for you, then you may promote yourself, your products and your services via a Club you create that is clearly identified as your business (a "Business Club"). This provides you the ability to reach an audience (Club members) that you build. However, you may add or share the Business Club content with any User who is not a member of the Business Club, or with any other Club.

If you own, operate or work with a business that does not qualify for a Business Club, you are not allowed to promote your products or services, in any manner, on any Club or to any User without first signing Zaahah's future Advertiser or Business Partner Agreement.

14. Allegations of Copyright Infringement (DMCA).

Zaahah respects the intellectual property rights of others and requires that Subscribers, Administrators, Club Advisors and Users do the same. Any person who believes that any Content on the Services or otherwise associated with the Services infringes that person's copyright or the copyright of another person or organization may notify our agent designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "DMCA") to respond to such concerns, via postal mail, email or via the website. Each

notice requesting the removal of Content must comply with the provisions of the DMCA (a “Takedown Notice” as defined in the DMCA).

Upon receipt of a compliant takedown notice, we will respond and proceed in accordance with the DMCA. In addition, in accordance with the DMCA, we will notify the person or entity responsible for the allegedly-infringing material, and person or entity may request that we restore the material to public view (a “Counter Notice” as defined in the DMCA).

Our contact information for a Takedown Notice or Counter Notice is StartUP Productions LLC, Attn: DMCA, 1829 Pine Street #202, Philadelphia, PA 19103, U.S.A. or by email to copyright@zaahah.com .

15. Limited Warranties and Indemnities.

Each party represents and warrants to the other party that (a) it has full power and authority to undertake the obligations set forth in these Terms, (b) the person signing these Terms on its behalf has been authorized by the party to do so, and (c) it shall comply with all applicable international, national, governmental, quasi-governmental and/or local laws and regulations in performing its duties hereunder and in any of its dealings with respect to the Services.

Zaahah represents and warrants that the Service shall operate substantially in accordance with the current documentation provided by Zaahah; provided, however, that the foregoing warranty is expressly contingent (and shall otherwise be void) upon use of the Services strictly in accordance with Zaahah’s specifications and without misuse, damage, alteration, or unauthorized modification thereto. As your exclusive remedy for any defect, non-conformity or other Error in a Service during these Terms, you may obtain Support services from Zaahah for the support, repair or replacement of the Service containing such defect, non-conformity or Error. Zaahah may repair or replace any code or other issue causing any Error in the Service. The foregoing constitutes your sole and exclusive remedy for breach by Zaahah of any warranties regarding defects, non-conformities or other Errors in a Service.

Zaahah warrants during these Terms to the best of Zaahah’s actual knowledge, the Service does not infringe any valid patents, copyrights, trademarks, or other proprietary rights of any third parties. Zaahah shall defend, indemnify, and hold harmless each Subscriber, its officers, agents, and employees from and against any claim, loss, damage, or expense (including court costs and reasonable attorney’s fees) brought in a court or other tribunal in the United States by an unaffiliated third party against Subscriber and arising out of any breach of this subsection which results directly from Subscriber’s own use of the Service in compliance with these Terms.

Zaahah’s indemnity provided under this Section shall not apply to any claim of infringement if (i) Subscriber is using a form of the Service that has been modified without Zaahah’s approval, to the extent such claimed infringement could have been avoided by use of an unmodified form of the Service; or (ii) the Service has been combined, operated or used with other services, software or data without Zaahah’s prior written approval, to the extent such claimed infringement could have been avoided by the use of the Service without such other services, software or data.

Subscriber and each User (each an “indemnitor”) warrants (i) to the best of the indemnitor’s actual knowledge, the Content provided by the indemnitor does not and will not infringe any valid patents, copyrights, trademarks, or other rights of any third parties; (ii) the actions or omissions of the indemnitor, its employees, contractors and volunteers will not violate any applicable laws or regulations, will not breach these Terms, and will not infringe or breach the rights of any third party. Each indemnitor shall defend, indemnify, and hold harmless Zaahah, its officers, agents, employees, and authorized contractors from and against any claim, loss, damage, or expense (including court costs and reasonable attorney’s fees) brought in a court or other tribunal by an unaffiliated third party against Zaahah and arising out of any breach of this subsection.

Anyone seeking indemnification (each, an “indemnitee”) shall provide the indemnifying party (the “indemnitor”) with (i) prompt written notice of the existence of such claim, suit, action or proceeding; (ii) sole control over the defense or settlement of such claim; and (iii) assistance at the indemnitor’s request to the extent reasonably necessary for the defense or settlement of such claim or suit. Once the indemnitor has assumed the defense of an indemnitee, the indemnitee may nevertheless choose counsel to represent the indemnitee and participate in the defense or settlement of the claim in an advisory capacity, but solely at the indemnitee’s expense. The indemnitor may not settle or compromise a claim against an indemnitee by admitting liability or assessing damages on behalf of the indemnitee without the indemnitee’s prior written permission.

16. Disclaimers.

THE INDEMNIFICATION PROVISIONS OF THESE TERMS CONSTITUTE ZAAHAH’S SOLE LIABILITY, AND THE SOLE RECOURSE OF EACH SUBSCRIBER, ADMINISTRATOR, CLUB ADVISOR AND USER IN RESPONSE TO ANY ALLEGATION OF ANY INFRINGEMENT OF THIRD-PARTY RIGHTS BY THE SERVICES OR ZAAHAH.

EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY STATED IN THESE TERMS, EACH SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND ZAAHAH DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ZAAHAH DOES NOT WARRANT OR REPRESENT THAT ANY SERVICE WILL BE FREE FROM ERRORS, OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL WORK WITH ANY SOFTWARE, DATA OR EQUIPMENT, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. IN NO EVENT SHALL ZAAHAH BE LIABLE FOR ANY INDIRECT, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY SERVICE OR THESE TERMS, HOWEVER CAUSED, EVEN IF ZAAHAH HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. ZAAHAH SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER CAUSED ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE SERVICE, OR ANY COMPONENTS THEREOF, OR OTHERWISE, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE TERMS. ZAAHAH WILL NOT BE RESPONSIBLE TO PROVIDE SUPPORT FOR ANY SERVICE THAT CUSTOMER OR ANY THIRD PARTY HAS ATTEMPTED TO MODIFY.

17. Limitation of Liabilities.

The liability of Zaahah under these Terms for any claim whatsoever related to any Service or these Terms, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the greater of the total amount of fees paid by Subscriber to Zaahah hereunder in the one-year period preceding the date of the claim. Zaahah shall not be liable to you or any other person or entity (or anyone claiming under or through you or any other person or entity) for incidental, indirect, special or punitive damages arising from these Terms (including loss of profits, use, data or economic advantage) regardless of whether previously advised of the possibility of such damages, claims or demands.

18. Fees and Taxes.

Subscriber shall pay Zaahah’s non-refundable Service fees in the amounts and on the terms set forth in Zaahah’s current Fee Schedule. Subscriber shall pay all applicable sales, use, personal property, and other similar taxes associated with the rights granted and the Services provided pursuant to these Terms, except for taxes based on Zaahah’s income, net worth or assets, which shall be the sole responsibility of

Zaahah. Zaahah is permitted to exempt Subscriber from any applicable sales or use taxes only upon receipt of a tax exemption certificate or other documentation reasonably acceptable to Zaahah in accordance with applicable law, and Zaahah may require Subscriber to update or provide current certificates or other documentation periodically. Payment in full of any invoice is due the later of Subscriber's receipt of the invoice or the due date stated on the invoice. If Zaahah does not receive payment in full of any Fees when due, then Zaahah in its sole discretion may terminate your account with Zaahah.

19. General Provisions.

Each of Subscriber and Zaahah reserves the right to assign its rights under these Terms effective upon written notice received by the other party.

These Terms are effective upon signing by Subscriber and acceptance by Zaahah. These Terms shall continue unless and until terminated upon (a) Subscriber breaches any material obligation of these Terms, or (b) either party terminates these Terms upon written notice to the other party for any reason or for no reason. Within thirty (30) calendar days after termination of these Terms, Subscriber shall download all of the Subscriber Content and User Content from the Services, as we may destroy any or all of your Content remaining on the Service after that date. Upon termination, Subscriber shall immediately pay any overdue Fees or other amounts due, and shall pay within ten business days any other Fees or other amounts. Zaahah shall have no liability for any termination under this section.

With the exception of perpetual licenses, all license and Service provisions of these Terms shall terminate upon termination of these Terms. All accrued but not paid Fee obligations and provisions, and all provisions used to construe each party's rights under applicable law (including this provision) shall survive in accordance with their terms.

All notices, demands, or consents required or permitted under these Terms shall be in writing and shall be deemed delivered when sent: (a) personally; (b) by facsimile (if followed by first class mail); (c) by mutually recognized overnight carrier, including, but not limited to, D.H.L., Federal Express, Airborne, UPS Overnight and Priority Mail; (d) by certified or registered mail to the other party; or (e) by email to the other party.

If any provision or provisions of these Terms shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Without limiting the foregoing, it is expressly agreed and understood that each and every provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy hereunder is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth herein shall remain in full force and effect.

These Terms shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, and the federal laws of the United States of America, as an agreement made therein, without reference to any conflicts of laws provisions or policies. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms. Any dispute between the parties that cannot be amicably resolved shall be determined by one arbitrator in binding arbitration administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules and its Optional Rules for Emergency Measures of Protection. The arbitrator shall decide the arbitration on the submission of documents, by audio conference and video conference. The parties and the witnesses shall not be required to travel to enter testimony or evidence or otherwise participate in the arbitration. The award of the arbitrator shall be final and binding on the parties, and may be entered and enforced in any court or tribunal of competent jurisdiction.

Zaahah is an independent contractor, and is not an agent or representative of any Subscriber, Administrator or User. Neither party shall misstate or misrepresent its relationship hereunder. Nothing in these Terms shall be construed to give either party the power to direct or control the daily activities of the other party, or to constitute the parties as principal and agent, employer and employee, franchisor and franchisee, partners, co-owners, joint venturers, or otherwise as participants in a joint undertaking. The parties understand and agree that, except as specifically provided in these Terms, neither party is granted the power or authority to make or give any agreement, statement, representation, warranty, or other commitment on behalf of the other party, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of the other party, or to transfer, release, or waive any right, title, or interest of the other party.

No party shall, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of these Terms. Further, the express waiver by either party of a particular breach of these Terms shall not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of these Terms.

No party will be deemed in default of these Terms to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any acts of God, fire, natural disaster, accident, war, riot, act of government or civil or military authorities, or any other unforeseen circumstance or cause beyond the reasonable control of such party ("Force Majeure"). However, Force Majeure does not apply to any payment obligations, any inability to obtain sufficient labor resources, or any obligation that may be reasonably carried out despite unforeseen circumstances. Each party claiming a Force Majeure must give the other party prompt written notice thereof and, in any event, within fifteen (15) calendar days of discovery thereof and uses its good faith efforts to cure the breach promptly. In the event of such a Force Majeure event, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure event but not in excess of a total of sixty (60) days.

The parties hereto acknowledge that these Terms, including any Schedules, are the complete and exclusive statement of agreement respecting the subject matter hereto and supersede all prior understandings and other communications between the parties relating hereto. Except as expressly stated in these Terms, any additional or contradictory terms or conditions of any purchase order, accounting report or communication between the parties, or any other document, shall be of no effect unless signed in hard copy by both parties.