

Zing Terms of Service

INTRODUCTION

- 1.1 The following "Terms of Service" describe the terms on which Zing Technologies Ltd ("Zing") offers access to The Service (the "Service"). This offer is conditional on your agreement to all of the terms and conditions contained in the Terms of Service.
- 1.2 By using the Service, you agree to these Terms of Service. If you do not so agree, you should decline this agreement, in which case you are prohibited from accessing or using the Service.
- 1.3 Zing may change these terms at any time by posting changes online. Please review these terms regularly to ensure that you are aware of any such changes. Your continued use of The Service after changes are posted means you agree to be legally bound by these terms as amended or updated.

THE SERVICE

- 2.1 The Service consists of software, websites and online environments including servers that support it. By using the Service you may have access to computer programs, graphics, simulations, tests, text, data and other output (collectively, "Content").
- 2.2 Zing reserves the right to interrupt the Service without prior notice. You agree that Zing will not be liable for any interruption of the Service, delay or failure to perform. Zing has the right at any time to change and/or discontinue any or all aspect(s) of the Service as it sees fit and at its sole discretion.
- 2.3 Zing has the right at any time to suspend or terminate the Service any and or all current or future use of the Service without notice or liability to you.
- 2.4 Certain aspects of the Service may be provided for a fee or other charge. Zing may add new facilities at any time, and may amend fees and charges for existing services at any time at its sole discretion.

LICENSE TERMS AND OTHER INTELLECTUAL PROPERTY TERMS

- 3.1 Subject to the terms of this Agreement, and subject to the purchase of a suitable license, Zing grants to you a non-exclusive, non-transferable, limited, fully revocable license to use the Service during the time you are in full compliance with the Terms of Service solely for your own personal use. Nothing in this Agreement, or on Zing' websites, shall be construed as granting you any other rights or privileges of any kind with respect to the Service or to any Content.
- 3.2 Zing retains ownership of any Content created by your use of the Service and you have no copyright or other intellectual property rights with respect to such Content.

PURCHASES AND REFUNDS

- 4.1 **Orders and Acceptance:** Orders placed on the website are subject to our acceptance. We may send you an order acknowledgement email following an order that you have placed, but note that this is not confirmation of our acceptance of your order. We reserve the right to decline to accept any orders placed on our website.
- 4.2 **Payment:** Purchases from the website are made using the secure Stripe payment gateway service. This ensures that your credit card details are protected during any transactions initiated from this site. We do not store your credit card details on our website in any form. We accept most major credit and debit cards.
- 4.3 **Service:** If you purchase a subscription you will receive an email containing instructions on how to access the Service. Please ensure that you type your email address correctly and check your junk folder in case these or other emails from Zing accidentally end up there.
- 4.4 **Commencement and Expiry:** Following your order, and as soon as we have received payment, your subscription will commence and we will send you instructions to access the Service. Follow the instructions contained in the email to start using the Service straight away. Your access to the Service will cease when your subscription expires.
- 4.5 **Accounts and Use of Service:** For security reasons you will be required (if you have not already done so) to set up an account with a unique password. Please note that the Service is for your personal use only: you are not permitted to share your account with others. We reserve the right to suspend accounts and if we have evidence that accounts are being shared.
- 4.6 **The subscription to the Service commences immediately and its purchase is therefore non-refundable.** Note that your statutory rights are unaffected by our terms of service, and please do contact us if there is a problem with any order that you have received.
- 4.7 **VAT:** Our standard invoices show the tax point and the total amount of VAT charged on purchases. If you require a full VAT Invoice please contact us.

CONDUCT BY USERS OF THE SERVICE

- 5.1 You agree to use the Service as provided, and without unauthorised software or other means of access or use.
- 5.2 You will not take any action that imposes an unreasonable or disproportionately large load on the server infrastructure that supports the Service.
- 5.3 You will not copy or distribute the software provided as part of the Service.
- 5.4 You may not modify, adapt, reverse engineer, decompile or attempt to discover the source code of software, or create any derivative works of the software or the Service, or otherwise use the Service except as expressly provided in this Agreement.
- 5.5 You will not use the marks of Zing or copy or distribute any of the written materials associated with the Service without prior authorisation from Zing.

RELEASES, DISCLAIMERS OF WARRANTY, LIMITATION OF LIABILITY, AND INDEMNIFICATION

- 6.1 Zing provides the Service strictly on an "as is" basis, provided at your own risk, and hereby expressly disclaims all warranties or conditions of any kind, written or oral, express, implied or statutory, including without limitation any implied warranty of title, non-infringement, merchantability or fitness for a particular purpose.
- 6.2 In no event shall Zing or any of its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, licensees or distributors be liable to you or to any third party for any special, incidental, consequential, punitive or exemplary damages, including without limitation any damages for lost profits, arising (whether in contract, tort, strict liability or otherwise) out of or in connection with the Service (including its modification or termination) or this agreement, whether or not Zing may have been advised that any such damages might or could occur and notwithstanding the failure of essential purpose of any remedy.
- 6.3 At Zing's request, you agree to defend, indemnify and hold harmless Zing, its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, licensees, distributors and other users of the Service, from all damages, liabilities, claims and expenses arising from any breach of this Agreement by you, or from your use of the Service.
- 6.4 When using the Service, you may accumulate the numeric results from your use of the Service that reside as data on Zing' servers. These data, and any other data, residing on the servers that support the Service may be deleted, altered, moved or transferred at any time for any reason in Zing' sole discretion.
- 6.5 You understand and agree that Zing has the right, but not the obligation, to remove any content (in whole or in part at any time, with or without notice and with no liability of any kind).

PRIVACY POLICY

- 7.1 Zing may use your personal information to operate and improve the Service, and will not share your personal information with third parties without your written permission.
- 7.2 Zing may observe and record your interaction within the Service, and may share aggregated and other general information about the Service (not including any personal or identifying information) with third parties.
- 7.3 You acknowledge and agree that Zing, in its sole discretion, may track, record, observe or follow any and all of your interactions within the Service.

GENERAL PROVISIONS

8.1 If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

8.2 These terms shall be governed by and interpreted in accordance with the laws of England.

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