

ParkZapp™

TERMS OF USE

These **Terms of Use** or **Terms** govern how you access and use **ParkZapp**, including the platform accessible through our desktop services, mobile services, web site owned and operated by us, which we will refer to collectively as the **ParkZapp Services** or **Services**, and the the APIs, applications, widgets, or other software provided on or in connection the ParkZapp Services, which we will refer to collectively as the **ParkZapp Software** or **Software**, which are owned by **Zamorins Solutions, Inc.** ("Zamorins Solutions," "we," "us," or "our"). Additionally, these Terms govern your access, use, and contribution of information, text, graphics, photos, videos, and other materials on the Services, which we will collectively refer to as the **Content**. Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

1. BASIC TERMS

You are solely responsible for your use of the Services and for any Content you post or otherwise contribute through the Services and for any consequences thereof. To prevent others from misusing your access to the Services, you are responsible for keeping and maintaining a passphrase that is both secret and secure. For instance, we recommend using a combination of lowercase and uppercase letters, numbers, and symbols that form a phrase, i.e. "*i100%Lov3PZ*". We cannot and will not be liable for any loss or damage arising from your failure to comply with protecting your passphrase.

You may use the Services only if you can form a binding contract with us and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. You must provide us factual, correct, complete, and current information relating to yourself as requested by us. This information must be maintained and promptly updated by you.

You may not use the Services to defame, stalk bully, abuse, harass, threaten, impersonate, infringe upon, or intimidate people or entities and you must not post or display private or confidential information via the Services. If you are 13 years old or younger, you may not use the Service.

In order to provide the best Services and Software, we may alter the form and nature of the Services or Software from time to time without prior notice to you. Similarly, the Services or Software, or some of the features within the Services of Software, may be removed either temporarily or permanently and we may not be able to provide you with prior notice.

2. PRIVACY

Any information that you provide to us through the Services is subject to our **Privacy Policy**, which governs how we collect and use information. Like these Terms, you understand that through your use of the Services you consent to the collection and use of this information as set forth in our **Privacy Policy**. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, which you may not be able to opt-out from receiving. We encourage you to review our **Privacy Policy** in its entirety.

3. YOUR LICENSE TO USE THE SERVICES

The worldwide, non-transferable, non-sub licensable, non-assignable, and non-exclusive License to use the ParkZapp Software that is provided to you by us as part of the Services as originally set forth in the **ParkZapp Agreement** is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms and the **ParkZapp Agreement**.

4. SUPPORT

We do not provide live training or onsite support with accessing or using the ParkZapp Software or Services. We provide online support by reaching us at contact@zamorinstech.com.

5. OUR RIGHTS

All right, title, and interest in and to the Software and Services are and will remain our exclusive property. Our intellectual property rights in the Software and Services are protected by copyright and trademark laws of the United States and international treaties, as well as other domestic and international laws. Nothing in these Terms gives you a right to use our trademarks, logos, domain names, and other distinctive brands. There is also nothing in these terms that gives you the right to copy our Services, Software or a derivative of either. Any feedback, comments, or suggestions you may provide to us is entirely voluntary and we will be free to use your feedback, comments, or suggestions as we see fit and without any obligation or approval to you whatsoever. In accordance with the **Privacy Policy**, you hereby grant us a perpetual, worldwide, and non-exclusive license to any and all Content provided by without restriction as to the use of such Content, including the right to distribute, reproduce, modify, adapt, publicly perform or display the Content, and incorporate in as we deem fit into other works currently in use or later developed by us.

6. LIMITS ON USE

We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property, or safety, or that of the public.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-account areas of the Services, or our computer systems; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise, e.g. scrape) other than any means made available by us; (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, or spamming, the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

7. TERMINATION OF THESE TERMS OF USE

The Terms will continue to apply until terminated by either you or us in accordance with the **ParkZapp Agreement** you entered into when you initially licensed the ParkZapp Software or as set forth in this section as follows.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any or no reason, without compensation, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; (iii) unexpected technical or security issues; (iv) the nonpayment of any fees that may be owed by you in connection with your account; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account.

Upon termination, you will no longer be able to your account or otherwise use or access the Software or Services, we may delete any portion or all information related to your account including information you have contribution, e.g. inspection data, and we may bar you from any further use of all or part of the Software or Services.

Nothing in this section shall affect our rights to change, limit or stop the provision of the Services without prior notice.

8. GENERAL TERMS

A. TRANSFER

You cannot assign or sublicense the rights or obligations under these Terms without our prior written consent.

B. WAIVER AND SEVERABILITY

Our failure to enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision. Any waiver will be in writing and signed by the waiving party. In the event that any provision of this Agreement is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of this Agreement will remain in full force and effect.

C. CHOICE OF LAW

This Agreement, and any action related to this Agreement, will be governed by the laws of the State of Iowa without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings, or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Polk County, Iowa, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction, or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Iowa (excluding choice of law).

D. SURVIVAL

The provisions of Sections 5, 6, and 8, and any other Section or provision in these Terms of the **Privacy Policy** that is intended to, shall survive the expiration or termination of these Terms for any reason.

E. ENTIRE AGREEMENT

These **Terms of Use**, including the **ParkZapp Agreement** and our **Privacy Policy**, are the entire and exclusive agreement between Zamorins Solutions and you (excluding any services for which you have a separate agreement with Zamorins Solutions that is explicitly in addition or in place of these agreements). Other than members of the group of companies of which Zamorins Solutions is the parent, no other person or company will be third party beneficiaries to the Agreement.

We may revise or modify these Terms from time to time, the most current version will always available on via the ParkZapp website. If the revision, in our sole discretion, is material we will notify you using the contact information you have provided us. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

These Terms are an agreement between you and Zamorins Solutions, Inc., 5730 NW 4th Ct., Des Moines, Iowa, 50313, USA. Reach us at contact@zamorinstech.com if you have questions about these Terms.

Effective Date August 1st, 2017