

Phoney.me Terms of Service

IMPORTANT: BY USING THE SERVICE, YOU AGREE TO RESOLVE DISPUTES WITH ZRL Alliance, LTD THROUGH BINDING ARBITRATION (AND WITH VERY LIMITED EXCEPTIONS, NOT IN COURT), BESIDES YOU WAIVING CERTAIN PRIVILEGES TO JOIN IN GROUP ACTIONS, AS DESCRIBED IN THE SECTIONS BELOW.

ZRL Alliance, LTD (“ZRL Alliance,” “we,” “us” or “our”) provides this application, including any new features, besides related facilities, (collectively referred as the “Services” or “Service”) to you, bound by these Terms of Service. To access and enjoy the Service, you, your heirs, and assigns (collectively referred as “you”) need to accept these terms, as well as acknowledging that you are getting into an officially obliging contract with us.

If you do not agree to the Terms of Service, you shouldn’t use our service. Your utilization of our services exists also bound by the policy located at <https://www.phoney.me.com/privacy-policy/>, which is hereby incorporated by reference into these Terms of Service.

In addition, when using certain associated services, as well as features, delivered by third-parties in relation to the facility, you will also be subject to the terms of those third parties.

1. Amendments to the Service Conditions

We keep the privilege, in our exclusive discretion, to amend or modify portions of these Terms of Service at any time without further notice. You should periodically visit the Terms of Service so you’re aware of all revisions to which you’re bound. When we undertake this, we’ll post the amendments to these Terms of Service and will indicate the date they were last revised by the posted Effective Date.

Your constant use of this service following any such amendment constitutes your approval of the new Terms of Service. It is your responsibility to regularly check the Terms of Service to verify if at hand are amendments to the conditions, as well as towards reviewing such modifications.

2. Access and Use of the Service

A. Description of Service: The facility is intended to let users obtain provisional telephone numbers for voice, SMS, and MMS use, as well as to make and receive voice calls, SMS, besides MMS communications through these phone numbers.

B. Phone Facility Required: A primary wireless phone service is required to use the Service. You are solely responsible for procuring, maintaining, as well as compensating the primary phone facility that will link calls created with our service towards your phone.

Using the Service requires using your own voice minutes and data plan. Fees, service charges, per-message and usage per minute, and similar charges can be calculated by your primary phone service provider for any calls received through the Service. ZRL Alliance, LTD is not responsible on behalf of your primary phone facility, for all calls done or communications sent through telecommunications networks which are not owned by ZRL Alliance, LTD or for problems with your underlying phone facility including, yet not restricted to, absence of service, bad reception, besides dropped phone calls.

Once you use Phoney.me to send messages, these messages will not be itemized on your wireless telephone invoice. This is in addition to the detailed explanation below. **THE FACILITY CANNOT BE UTILIZED FOR EMERGENCY OR 911 CALLING. YOU HAVE TO USE YOUR UNDERLYING PHONE SERVICE FOR 911 OR EMERGENCY CALLING.**

C. Your Registration Obligations: You may be required to register with ZRL Alliance, LTD in order to access and use certain features of the Service. If you choose to register for the facility, you approve to give and uphold a true, precise, current, as well as complete info about yourself as prompted by the registration form of the service, and to update your information as needed to maintain it right, current, besides complete.

Signing up data, as well as certain similar information about you are also governed by our [Privacy Policy](#). In addition, when using the facility, you ought to be the holder of the data and/or voice plan representing the valid mobile device or have the authorization and consent to use the Service of that person on the mobile device.

D. Age Limitations: If you're under the age of 13, you aren't authorized to utilize the facility, with or without registering. By using the Service, you affirm that you are at least 18 years old (or reached the majority age if 18 years is not the legal age in your country) or that you have reviewed the Terms of Service with your parent or guardian and he or she assents to the Service Terms for you and accepts full accountability for your submission with them.

You agree that you and/or your parent or guardian are fully able and competent to go into these terms, stipulations, representations, obligations, and duties established in these Terms of Service, and to abide and comply with these Terms of Service.

E. Member Account, Security, and Password: You're responsible on behalf of maintaining the privacy of your account and password, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify ZRL Alliance, LTD using the contact information in Section 18 below of any unauthorized use of your password or account or any similar security breach, and (b) safeguard that you sign off with the service after every session when accessing the Service. ZRL Alliance, LTD will not be liable for any loss or damage arising from your failure to comply with this Section.

F. Modifications to Service: ZRL Alliance, LTD reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof)

with or without notice. You agree that ZRL Alliance, LTD will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

G. General Practices Regarding Use and Storage: You acknowledge that ZRL Alliance, LTD may establish general practices and limits concerning use of the Service, including without limitation the top time period that a specific telephone number or content shall be held by the Service and the maximum storage space that will be allotted on the servers of ZRL Alliance, LTD on your behalf.

You agree that ZRL Alliance, LTD has no responsibility or liability for the deletion or failure to store any data, conversations, texts or other content maintained or uploaded by the Service. You acknowledge that ZRL Alliance, LTD reserves the right to terminate accounts that are inactive for an extended period of time.

You further acknowledge that ZRL Alliance, LTD reserves the right to change these common practices, besides limiting them at all times, in its exclusive discretion and with notice or otherwise.

H. Phoney.me Premium Subscription: By signing up for Phoney.me Premium and providing ZRL Alliance, LTD with your payment account information, you hereby agree to these payment terms and conditions. If you choose to subscribe to Phoney.me Premium (“Premium Service”), you are signing up for an auto-renewing subscription, requiring recurring payments and agree to pay the current applicable Premium Service fee listed in the agreement.

You’ll be charged for your subscription through your debit/credit card or intermediary providers, such as iTunes, Google Play, or a similar app store (the “App Store”). The charge will be sent on a 30-day basis starting from when you initially subscribed to the Premium Service, and automatically on each monthly renewal thereafter, unless and until you execute a subscription cancellation. All charges and fees are not subject to refund, and at hand is the absence of refunds or credits for partially used periods.

Credit Card Billing

Credit card payments are processed by our third-party payment provider, Stripe. Once your payment exists through credit card billing, we will automatically charge your credit card monthly for all valid taxes and the cost of the Premium Service. When a bill is not paid as scheduled, or we have difficulty processing your payment using your provided credit card info, we have the option to annul your access to your Premium Service and the use of Phoney.me.

When you fail to settle your Phoney.me balance within thirty (30) days after we provide you with notification that your account is behind, please be informed that we possess the option to end or hold your privilege to utilize your premium service or convert your Phoney.me Premium subscription to a non-subscription account.

You will be responsible on behalf of settling your past due amount in full. When your details on payment change, your financial partner corporation should provide ZRL Alliance, LTD your revised card details. We will use these updated details to

properly prevent any service interruption. If you would prefer to opt-out of this service, please contact us at support@phoney.me.com.

Intermediary Provider Billing

If your payment is centered on intermediate provider charging, your provider should automatically charge your App Store account monthly for the cost of the Premium Service and any applicable taxes. If you are not current with your payments of your Premium Service, we own the option to postpone your enjoyment of our best facility or shift your Phoney.me Premium subscription to a non-subscription account. You will be responsible for paying your entire overdue charges.

Cessation

Your payment shall remain except upon our or your cancellation of your subscription. You may cancel your subscription before each monthly renewal in order to avoid billing of the Premium Service fee for the next month to your chosen payment method. You may cancel your subscription by logging into app.phoney.me.com if you have a web-based subscription or by following your App Store procedures to cancel.

If you choose to cancel your Premium Service, you may use the Premium Service until the end of the current period devoid of any refund for a previously or newest charged monthly fees. Phoney.me reserves the right to discontinue or modify any subscription fee payment option.

We could change the facility prices by upgrading the website without any additional notice to you, provided that any changes will not take effect until your subscription renews. In addition, if you're signing up via any promotional subscription fee, some additional restrictions may apply. These restrictions, if any, will be provided to you before you register for the valid Premium facility that's conditional on the campaign.

I. Unavailable 911 Phoning: *THE SERVICE CANNOT BE USED FOR 911 OR EMERGENCY CALLING.* You must make alternative arrangements towards placing 911 phone calls utilizing your phone line, cell or mobile phone, and not relying on the Service for 911 calling capabilities.

ZRL ALLIANCE, LTD DOES NOT OFFER 911 OR EMERGENCY CALLING ON BEHALF OF THE FACILITY. DON'T USE THE FACILITY TO PHONE 911 OR SIMILAR EMERGENCY SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS NOT A SUBSTITUTE FOR A TRADITIONAL TELEPHONE AND THAT YOU'LL ALWAYS HAVE ON HAND A TRADITIONAL LANDLINE OR MOBILE PHONE THAT CAN BE USED TO MAKE OUTBOUND CALLS, INCLUDING CALLING 911 OR ANY OTHER APPLICABLE EMERGENCY SERVICES.

You agree that ZRL Alliance, LTD, its directors, officers, employees, subsidiaries and assigns may not be held liable for any claim, damage, or loss (including, without limitation, any fees of attorneys) by, or on behalf of, you or any third-

party user arising from any attempt to dial 911 or make an emergency call using the Service.

You hereby waive all claims and causes of action against ZRL Alliance, LTD, its directors, officers, employees, subsidiaries and assigns, arising from or relating to any attempt to dial 911 or make an emergency call using ZRL Alliance, LTD Services.

3. Conditions of Usage

- A. Conduct of the User:** You're solely answerable for the entire communications of any type you hold or any content of any kind that you transmit via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by ZRL Alliance, LTD ("Prohibited Uses").

This list provides examples of Prohibited Uses and is provided by way of example and shall not be considered exhaustive. ZRL Alliance, LTD reserves the right to investigate and take appropriate legal action against anyone who, in the sole discretion of ZRL Alliance, LTD, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law authorities. You approve not to use this service or all other facilities that are made available through the Service to:

- i. Transmit any content that (a) publicly encroaches upon any patent or similar proprietary privileges of a party; (b) you do not have a right to hold or transmit under law or under contractual or fiduciary relationships; (c) creates or poses a security or privacy risk towards any individual; (d) holds software bugs or other codes, programs or files designed towards interrupting, wiping out or restricting the functioning of a hardware and/or software of a computer or communications equipment; (e) establishes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "spam," "junk emails," "chain letters," "pyramid proposals," "sweepstakes," "competitions" or other solicitation forms; (f) is unlawful, dangerous, threatening, obnoxious, harassing, excessively violent, defamatory, discourteous, obscene, libelous, offensive of the confidentiality of a person, hateful ethnically, racially, if not objectionable; or (g) within the exclusive judgment of ZRL Alliance, LTD, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose ZRL Alliance, LTD or its users to any liability or harm of whatever type;
- ii. Inhibit with or interrupt the facility, networks or servers connected to the Service, or disobey any requirements, procedures, policies or regulations of nets linked to the facility;
- iii. Violate all applicable national, state, local or international law, or any regulations having the force of law;

- iv. Impersonate any entity or person, or incorrectly state or misrepresent your association with an entity or person;
- v. Solicit personal information from anyone under the age of 18;
- vi. Harvest or collect email addresses or similar contact info of another user of the facility by automated or other ways for the purposes of sending unsolicited emails or other unsolicited communications;
- vii. Create a wrong caller's identity or "ID spoofing," or attempt to misinform others as to the identity of the sender or the origin of any communication made using the Services;
- viii. Use the Service to violate any third party rights or any terms and conditions of service of a third party;
- ix. Utilize the Service for call centers, conference calling, using a trunk to a PBX or otherwise, or other high volume or multi-person calling purposes;
- x. Further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- xi. Attempt to do any of the foregoing.

You additionally understand, besides approving that:

- i. You shall be solely liable for any calls and/or content sent or received through the Service (including but not limited to misdirected calls, wrong number calls) and that ZRL Alliance, LTD Hoc Labs has no control over calls received or the content of any transmission.
- ii. You're solely answerable for the entire omissions or acts that happen under your password or account, including the content of your calls or that you transmit through the Service.

B. Notification of Prohibited Use: You shall notify us immediately upon becoming aware of the commission by any person of any Prohibited Uses of the Service by using the contact information listed in Section 18 below and shall provide us with reasonable assistance with any investigations we conduct in light of the information you provide.

C. Supervising usage of the facility: You acknowledge that we have no obligation to monitor your use of or access to the facility, or towards reviewing or editing any subject matter, but ZRL Alliance, LTD holds the right to do so: (a) aimed at improving and operating the facility, including with no limitation on behalf of fraud prevention, risk assessment, enforcing our policy on Reasonable Use below, examination and client support reasons); (b) to safeguard your compliance with the Terms of Service; (c) to comply with applicable law or the order or requirement of a court, administrative agency or other governmental bodies; (d) towards responding to subject matter that ZRL

Alliance, LTD determine exists otherwise unacceptable or as established in the Terms of Service.

We reserve the right, at any time and without prior notice, to remove or disable access towards any subject matter that ZRL Alliance, LTD, in our exclusive discretion, regard as objectionable on behalf of any reason, in violation of the Terms of Service or otherwise harmful to the Service. In order to protect the integrity of the Service, we also reserve the privilege at all times in our exclusive discretion, to prevent users utilizing any available technological measures in our sole discretion from accessing and using the Service.

D. Disclosure to Law Enforcement: You acknowledge and agree that ZRL Alliance, LTD may preserve content and may also disclose conversations, texts or other content, including but not limited to, logs of calls and records of phone numbers, if so demanded to execute by decree or within good faith that such preservation or disclosure is necessary to comply with legal process, applicable laws or government requests, provided, however, that ZRL Alliance, LTD will make an effort to notify affected users of any such disclosure unless prohibited from doing so by applicable law or valid legal process as determined in our sole good faith.

Furthermore, ZRL Alliance, LTD may preserve content to: (a) enforce these Terms of Service; (b) respond to claims that content encroaches upon the privileges of other parties; or (c) safeguard the property, rights or private safety of ZRL Alliance, LTD, its users and the public.

You understand that the technical processing and program of the facility, including your texts, conversations or similar content, might involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical necessities of linking devices or networks.

E. Lawful Usage: You signify and permit that your use of the Service is lawful, does not violate any local, municipal, state, international or related laws, as well as not violating the privileges of all third parties. You also represent, besides warranting your installing and using the facility only to record, monitor and publish communications wherein such monitoring and recording are legally authorized, with the exception that the voicemail message recording is permissible.

F. Fees: You acknowledge that ZRL Alliance, LTD reserves the right to bill for whatever part of the facility and towards changing its prices, if needed, occasionally in its discretion. You agree to pay all fees when due in accordance with the terms set forth in the Service or on the ZRL Alliance, LTD website.

You are responsible for paying all charges related to your account, including but not limited to, toll-free, local, long distance, data, roaming, as well as directory support charges on behalf of your primary phone facility, and on

behalf of all surcharges and taxes imposed on you or us as a result of your use of the Service.

- G. Policy on Reasonable Use:** Unusually massive use of the facility attributable to personal accounts can impair the ability of ZRL Alliance, LTD to provide the Service to other clients and/or point out mismanagement of the facility. For that reason, sensible use requires that your use of the Service (1) does not materially impair the ability of ZRL Alliance, LTD to provide the Service to other users and (2) is not used for any Prohibited Uses set forth in this Terms of Service.

Except where prohibited by law, if you violate the Reasonable Use Policy, you hereby acknowledge and agree that ZRL Alliance, LTD may modify, suspend, terminate, disconnect or take any other action regarding your Service to prevent continued violation of this Reasonable Use Policy.

- H. Ownership of the Number:** You recognize and approve that the facility issues provisional numbers for limited time use. As such, you understand and agree that you are not the owner of any local, toll-free phone number or whatever other number given to you through the facility, and also, you understand and agree that you may not put any such assigned number from the Service towards another facility provider.

Specific phone numbers might be unavailable for use, yet may erroneously be issued. All assigned numbers are provided "as is" and ZRL Alliance, LTD makes no representation, warranty or assurance that all assigned numbers will be "clean" or usable when assigned or any time thereafter, and you understand and agree that ZRL Alliance, LTD may, from time to time and at its sole discretion, change the telephone number assigned to you.

ZRL Alliance, LTD will not be liable for any damages, including, without limitation to, special or consequential damages, resulting from any such change or renewed assignment of a phone number.

- I. Number Availability:** ZRL Alliance, LTD cannot guarantee that any specific requested telephone numbers or area codes will be available or remain available. ZRL Alliance, LTD will not be liable for reimbursement for any expenses or any other damages you incur related to the assignment of an exact phone number, together with, but not restricted to, company cards and stationery, press releases, event bookings or any other post or ad under any conditions, or for any other alleged damages, counting without restriction, special or consequential damages resulting from all alleged failure to provide you with a specific telephone number or if your assigned number becomes unobtainable or ought to be assigned again for whatever reason at all times.
- J. Storage:** Unless required by law, ZRL Alliance, LTD is not obligated to store your voicemails, sent/received calls, pictures, text messages, and/or similar information transmitted or maintained by the facility. You agree that ZRL Alliance, LTD has no responsibility or liability whatsoever for the deletion or

incapability to keep any information and/or voicemail transmitted or maintained via the Service.

- K. Special Notice for International Use and Export Controls:** Software (defined below) accessible in line with the facility and the program of valid data, if applicable, is subject to United States export controls. No Software may be downloaded from the Service or exported or exported anew in encroachment of the United States laws on export. Using or downloading the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to follow all resident laws and rules regarding your usage of the facility, including those concerning online conduct and acceptable content.

You represent and warrant that you are not (a) located within or a resident or national of a country that's subject to the United States commercial sanctions, or (b) a person or entity on the Blocked Persons and Specially Designated Nationals lists of the United States Treasury Department or represent any individual or entity on such list.

- L. Commercial Use:** Unless otherwise expressly authorized herein or within the facility, you approve not to show, distribute, authorize, perform, issue, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload aimed at any business purposes, a part of the facility, service use or accessibility towards the Service. The Service is for your personal use.

4. **Rights on Intellectual Property**

- A. Service Trademarks, Software, and Content:** You recognize and agree that the Service may contain content ("Service Content") that is protected by copyright, trade secret, trademark, patent or similar proprietary privileges and decrees.

Except when explicitly authorized by ZRL Alliance, LTD, you agree not to modify, copy, frame, rent, lease, loan, sell, create or distribute scraped works on the facility or its content, in part or whole, except that the foregoing does not apply to your own User Content (as defined below) that you legitimately transmit through the facility.

In line with your service usage, you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction techniques. Any usage of the facility or its content, except as explicitly authorized herein, is strictly prohibited.

The technology and software underlying the Service or distributed in connection therewith are the properties of ZRL Alliance, LTD, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer or assemble or attempt towards discovering any resource code, assign, sell, sub-license or otherwise transfer any right in the Software.

Any rights not expressly granted herein are reserved by ZRL Alliance, LTD. The ZRL Alliance, LTD and Phoney.me name and logos are trademarks and service marks of ZRL Alliance, LTD (collectively the “ZRL Alliance, LTD Trademarks”).

Other ZRL Alliance, LTD product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners, who may or may not endorse or be affiliated with or connected to ZRL Alliance, LTD. Not anything in here or in the facility should be taken as allowing, by estoppel, implication or otherwise, any license or right to use any of ZRL Alliance, LTD Trademarks displayed upon the facility, without the prior permission in writing of ZRL Alliance, LTD in all instances. All generated goodwill from the use of ZRL Alliance, LTD Trademarks will inure to our exclusive benefit.

- B. Third Party Material:** Under no circumstances will ZRL Alliance, LTD be liable in any way for any content transmitted by third parties or at the direction of users, including, but not restricted to, on behalf of any omissions or mistakes in all content or recordings or representing any damage or loss of any kind incurred as a result of the use of any conversations or content held or transmitted via the Service.

You acknowledge that ZRL Alliance, LTD does not pre-screen any numbers, conversations, texts or content, but that ZRL Alliance, LTD, and its designees will have the right (but not the responsibility) in their exclusive discretion towards refusing or removing any content or recordings that are available via the Service.

Without limiting the foregoing, ZRL Alliance, LTD and its designees will have the right to remove any numbers or content that violates these Terms of Service or are deemed by ZRL Alliance, LTD, in its sole discretion, to be otherwise objectionable.

You approve that you should evaluate, besides bearing all dangers related to the application of all conversations, texts or other content, including any reliance on the accuracy, completeness, or usefulness of these content, texts or conversations.

Application of Third Party Services and Applications

Our facilities may allow you to access or acquire services, products, links, websites, content, games, material or apps from other parties (companies or people who aren't ZRL Alliance, LTD). The majority of our facilities also assists you to find them, as well as your understanding that you're directing our facilities to deliver Third Party services and Applications to you.

These may likewise let you store your data or content with the operator, provider or publisher of the Third Party Services and Applications. This may present you with a privacy policy or require you to accept additional conditions of use prior to your use or installation of the said Third Party Service or Application.

You, therefore, should inspect any additional terms and privacy policies before acquiring or using any Third-Party Apps and Services. Any additional terms don't modify any of these Terms. You are responsible for your dealings with third parties. ZRL Alliance, LTD does not license any intellectual property to you as a portion of all Third Party Services and Applications, besides not being responsible on of behalf the information delivered by third parties.

- C. Content of the User Transmitted via the Facility:** You're solely answerable for the conversations, content, and other materials you hold or transmit through the Service or otherwise share with another user or recipient (collectively, "Content of the User"). You'll not upload, record or transmit any content that you did not create or that you do not own all right, title and interest within and towards, or that you don't have the authorization to upload, record or share including, without limitation, all copyright and rights of publicity contained therein.

By employing the facility or having any talk via the facility or transmitting, providing or recording any User Content you hereby grant and will grant ZRL Alliance, LTD and its Affiliates a non-exclusive, worldwide, royalty-free, fully paid up, transferable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your Content of the User, such privileges to be applied solely in relation to and aimed at the reasons for running the Service.

The above shall not limit your right to use the service to leave or allow others to allow voice messages. You allow and approve that all comments, questions, suggestions, ideas, feedback or other information about the Service ("Submissions"), provided by you to ZRL Alliance, LTD are non-confidential and ZRL Alliance, LTD will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acceptance or payment to you.

- D. Complaints on Copyrights:** Materials can be made accessible via the Service by third parties, not within our control. We are under no obligation to, and therefore, don't inspect content conveyed, sent or accepted using the facility for reasons of ascertaining copyright infringement.

ZRL Alliance, LTD, however, reserves the right to terminate access towards its facilities if the user encroaches on the copyrights of others, and shall, in suitable circumstances, terminate access to the Services if ZRL Alliance, LTD determines in its sole discretion that a client is a frequent violator. To inform ZRL Alliance, LTD of any claim of exclusive rights, kindly check the section below.

5. Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. ZRL Alliance, LTD has no control over such

sites and resources and ZRL Alliance, LTD is not responsible for and does not endorse such sites and resources.

You further acknowledge and agree that ZRL Alliance, LTD will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, events, goods or services available on or through any such site or resource.

Any transactions you hold with other parties while employing the facility is between that party and you. Hence, you agree that ZRL Alliance, LTD is not liable for any loss or claim that you may have against any such third party. In addition, ZRL Alliance, LTD is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, statements or advice made accessible in line with the services of social networks.

Intrinsically, ZRL Alliance, LTD is not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such social networking services. ZRL Alliance, LTD enables these features merely as a convenience and the integration or inclusion of such features doesn't imply a recommendation or endorsement.

6. Release and Indemnity

You approve to release, indemnify, defend and hold ZRL Alliance, LTD and its affiliates and licensors, and all our business officers, partners, directors, employees, representatives and agents harmless from and against any and all losses, liabilities, judgments, penalties, surcharges, damages, costs, including realistic fees to attorneys, claims, rights, and arrangements of any kind and injury (including death) arising out of or relating to your use of content or the Service, your association to the facility, your encroachment of these Service Terms, your violation of any law, or your violation of any rights of another.

If you are a resident of California, you renounce California Civil Code Section 1542 that states: "*A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor.*" If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

7. Warranty Disclaimer

YOUR USAGE OF THE FACILITY STAYS AT YOUR EXCLUSIVE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ZRL ALLIANCE, LTD EXPRESSLY DISCLAIMS ANY WARRANTY OF WHATEVER KIND, BE IT IMPLIED, EXPRESS OR LEGAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

ZRL ALLIANCE, LTD MAKES NO WARRANTY THAT (a) THE SERVICE WILL MEET YOUR REQUIREMENTS, (b) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT CAN BE FOUND

IN THE EMPLOYMENT OF THE FACILITY WILL BE RELIABLE OR ACCURATE, OR (d) THE QUALITY OF ANY CALLS, TEXTS, CONVERSATIONS PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED OR PURCHASED BY YOU VIA THE FACILITY WILL REACH YOUR EXPECTANCIES.

8. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ZRL ALLIANCE, LTD WILL NOT BE LIABLE AIMED AT ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY INDEMNITIES, OR COMPENSATIONS FOR FORFEITURE OF INCOME INCLUDING, YET NOT RESTRICTED TO, COSTS FOR DAMAGE ON USE, GOODWILL, DATA OR SIMILAR INTANGIBLE DAMAGES (EVEN WHEN ZRL ALLIANCE, LTD HAS BEEN INFORMED OF THE LIKELIHOOD OF SUCH LOSSES), WHETHER CENTERED ON TORT, CONTRACT, NEGLIGENCE, SEVERE OR LENIENT LIABILITY, AS A RESULT OF: (a) THE EMPLOYMENT OR THE FAILURE TO EMPLOY THE SERVICES; (b) THE EXPENSE OF BUYING OF ALTERNATIVE SERVICES OR GOODS, RESULTING FROM ALL GOODS, INFORMATION OR FACILITIES PURCHASED AND OBTAINED OR COMMUNICATIONS RECEIVED OR DEALS ENTERED INTO FROM OR VIA THE FACILITY; (c) UNAUTHORIZED RIGHT OF ENTRY TO OR MODIFICATION OF YOUR COMMUNICATION, CONVERSATIONS OR INFORMATION; (d) CONDUCT, IF NOT STATEMENTS, OF ALL THIRD PARTIES ON THE FACILITY; OR (e) ALL OTHER MATTERS CONNECTED WITH THE FACILITY.

IN NO INSTANCE SHALL THE TOTAL LIABILITY OF ZRL ALLIANCE, LTD TO YOU FOR ALL COSTS, LOSSES, OR REASONS OF LAWSUIT EXCEED THE SUM YOU HAVE COMPENSATED ZRL ALLIANCE, LTD IN THE RECENT SIX MONTHS, OR, \$100, WHEN GREATER.

SOME AUTHORITIES DON'T ALLOW THE BARRING OF SPECIFIC GUARANTEES OR THE EXCLUSION OR LIMITATION OF OBLIGATION FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. FOR THAT REASON, SEVERAL OF THE STATED LIMITATIONS ESTABLISHED ABOVE MIGHT BE UNAPPLICABLE TO YOU.

WHEN YOU'RE UNSATISFIED WITH A PART OF THE FACILITY OR THESE TERMS, YOUR SOLE, BESIDE AN EXCLUSIVE SOLUTION IS TO WITHDRAW YOUR USAGE OF THE FACILITY.

9. Binding Adjudication

PLEASE REVIEW THIS CAREFULLY. IT CAN SIGNIFICANTLY INFLUENCE YOUR LAWFUL RIGHTS, AS WELL AS YOUR PREROGATIVE TO INITIATE A PROCEEDING IN COURT.

A. Federal Arbitration Act

The participants approve that these conditions affect interstate trade, besides the Federal Arbitration Act administrates the enforcement and interpretation of these negotiation provisions.

- B. Initial Disagreement Resolution:** Our CS Department remains accessible at support@phoney.me towards addressing any apprehensions you might have concerning the facility. Our CS Department stays able towards resolving most apprehensions swiftly to the satisfaction of the customers.

The participants shall utilize their finest efforts towards settling any disagreement, claim or query directly by way of discussion with the CS Department, as well as through good-faith negotiations that will be a stipulation to any party starting an arbitration or lawsuit.

Binding Arbitration: If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below.

Specifically, all claims arising out of or relating to these Terms (including its formation, performance and breach), the relationship of parties with each other and/or your use of the Application shall be finally settled by binding arbitration administered by JAMS and the JAMS rules and procedures governing arbitrations.

The parties, however, agree that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

The judge, not a local, state or federal agency or court, shall possess the exclusive power to solve all disagreements resulting from or involving the applicability, interpretation, enforceability or creation of these conditions, including, yet not restricted to a claim that the whole or a portion of these conditions is voidable or void, or if an assertion is dependent on arbitration.

The authority is empowered to bestow whatever remedy is available within a legal court or within equity. The arbitrator's documented judgment shall be enforced to the parties concerned, and taken by way of a law court of professional jurisdiction's conviction.

The arbitrator shall have no authority to find that any claim is subject to arbitration on a class foundation or by way of a portion of another representative lawsuit. To initiate an adjudication, you should do these things: (1) prepare an arbitration demand. This must comprise an account of the allegation and the sum of indemnities required to be claimed.

You could find a demand copy on the website of JAMS; (b) Send the demand in triplicate, plus the proper filing charge to: JAMS, 500 North State College Blvd., Suite 600, Orange, CA 92868, 1-800-352-5267; besides (c) send another demand copy to ZRL Alliance, LTD at (***Insert office address***).

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, ZRL Alliance, LTD will pay the additional cost. If the mediator finds the negotiation to be not frivolous, we will shoulder the entire actual arbitrator and filing fees on behalf of the mediation, provided your allegation doesn't go beyond \$75,000.

The settlement rules likewise permit you towards recovering fees to the attorney in some cases. All participants recognize that, devoid of this enforced stipulation, they may have the option to take legal action and have a trial by jury. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discover may be more limited in arbitration than in court. When both groups agree, the adjudication will be directed solely founded on records submitted towards the intermediary, through a hearing by phone, or through a personal hearing subject to the rules of JAMS.

- C. **Locality.** If you're a US resident, arbitration shall happen in any reasonable location within the United States convenient for you. For residents in Canada, arbitration shall be initiated in Los Angeles County in the State of California, United States of America, and you and ZRL Alliance, LTD agrees to submit to the personal jurisdiction of any federal or state court in Los Angeles County in the State of California, in order to compel arbitration, to stay proceedings pending arbitration, or towards confirming, modifying, vacating or entering judgment upon the judgment arrived through the arbitrator.
- D. **Minimal Claims.** You may choose to pursue your claim in small claims court where jurisdiction and venue over ZRL Alliance, LTD and you otherwise qualifies for such small claims court and where your claim does not include a request for any type of equitable relief.
- E. **Opting Out.** You own the privilege of opting out and be released from these adjudication provisions through sending a written notification of such decision of opting out to (***Insert office address***). The notice will sent within the later of thirty (30) days of your first use of the Service or within thirty (30) days of changes to this section as announced upon the facility.

Or else, you will be obliged to adjudicate any disagreements, assertions or doubts in accord with this section's conditions. If you opt-out of these arbitration provisions, ZRL Alliance, LTD also is not bound by them. When you affirmatively fail to opt-out as outlined above, your engagement of this application shall be regarded as your required approval of these terms, besides any updating or changing of this segment.

- F. **Changes towards this Segment.** Our company will give a 60-day notice of all changes on this section. Changes shall become in effect upon the 60th

day, besides applying prospectively only to any claims arising after the 60th day.

G. Ability to be enforced. If a clause in these adjudication provisions exist as found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect.

In the event some or all of these arbitration provisions are determined to be unenforceable for any reason, or if a claim, dispute or controversy is brought that is found by a court to be excluded from the scope of these arbitration provisions, ZRL Alliance, LTD and you agree to waive, to the fullest extent allowed by law, any trial by jury.

10. Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY AS IT CAN SIGNIFICANTLY IMPACT YOUR LEGITIMATE RIGHTS.

ZRL Alliance, LTD and you agree that ZRL Alliance, LTD and you will resolve any disputes, claims or controversies on an individual basis, and that any claims arising out of or relating to these Terms of Service, such as with respect to their validity or its ability to be enforced, the Service, any person's access to and/or use of the facility, and/or the stipulations on products, content, technology, and/or services on, if not through the Service will be brought in a personal capacity, not for or by way part of, a purported group, consolidated, or representative proceeding.

ZRL Alliance, LTD and you further agree that ZRL Alliance, LTD and you will not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising out of or relating to these Terms of Service, such as with respect to their validity or its ability to be enforced, the Service, any person's access to and/or use of the facility, and/or the stipulations on products, content, technology, and/or services on, if not through the Service.

If any court or arbitrator determines that the class/consolidated/representative action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class, consolidated, or representative basis, then the disputes, claims or controversies will be exempted from arbitration, besides litigated within a federal law court in San Francisco, California.

This segment will likewise apply towards any petitions maintained by you in opposition to any current or forthcoming parent, supplementary or associated business of our company, ZRL Alliance, LTD, as well as to all claims upheld by any such entity against you, towards the range that such assertions arise due to or relating to these conditions, like with regard to their authority or its enforcement capability, and/or the right of entry of a person to the service, and/or employment of the service, and/or the rider on content, technology, and/or services through or on the Service.

11. Termination

You agree that ZRL Alliance, LTD, in its sole discretion, may suspend or end your account (or any part thereof) or use of the Service and permanently remove access to the Service or any assigned numbers, for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter and/or spirit of these Terms of Service.

Any suspected fraudulent, abusive or illegal activity that are grounds for termination of your use of Service, is referred to the appropriate law enforcement authorities. ZRL Alliance, LTD may also in its sole discretion and at any time suspend providing the Service, or any part of it, with or without notice.

You agree that any termination of your access to the Service under any provision of this Terms of Service takes effect without prior notice, and acknowledge and agree that ZRL Alliance, LTD may immediately delete or deactivate your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that the company is not liable to you or any third-party for any termination of your access to the Service.

In order to protect the reliability of the Services, ZRL Alliance, LTD also keeps the prerogative at all times in its exclusive discretion towards blocking users from using and accessing the Service.

12. International Transfer of Information

The Service may be offered outside the United States. When this happens, the info we gather from your end can be transported to America where it shall be stored and processed by ZRL Alliance, LTD, our contractor or agents. Our confidentiality practices remain guided through the American data confidentiality laws.

The US information protection decrees or that of other nations might not be equally comprehensive or equal to that found in your nation of residency. By using the Service, you consent to the collection, international transfer, storage, and processing of your information as set forth herein and in our Privacy Policy.

13. Digital Millennium Copyright Act or DMCA Notices

ZRL Alliance, LTD values the right on intellectual property of people and demand those that employ the facility to follow suit. In proper circumstances, we can at our prerogative, remove or restrain access to materials at our facility that encroaches upon the copyright of people.

The company, likewise, on its option, can remove or disable any reference or link to a website that displays infringing subject matters or violating activities. When any guest to our website or service user repeatedly infringes on the exclusive rights of other people, we can, in our exclusive discretion, dismiss those privileges of people to employ the facility.

If you believe that your work has been used on the Service in any manner that constitutes copyright infringement, please notify the copyright agent of ZRL Alliance, LTD by written notice. The notice should include the following information:

- i. A physical or electronic signature of the person sanctioned to act for the holder of the exclusive right allegedly breached;
- ii. An account of the patented work you assert has been violated, including a reproduction of the work copyrighted or the website page address wherein the work copyrighted may be viewed;
- iii. The citing of the location within the service of the subject matter you allege has been violated, or the citation or link to a website that holds the content you assert has been violated;
- iv. Your name, address, telephone number, and email address;
- v. A declaration from you that your action is based on good faith and that the questioned employment of the content involved is unauthorized by the owner of the copyright, his agent or by law; besides
- vi. A narrative from you stating that the data in this communication are true and subject to the consequences for dishonesty on oath. It also should state that either you exist as the copyright owner of the subject matter allegedly encroached upon or acting legally for the copyright owner.

In order to make claims of copyright infringement through the use of the Services, please send your notice as follows:

By mail: (***Insert office address***)

By email: legal@phoney.me.com

By facsimile: (***Insert phone number***)

14. User Disputes

You agree that you are solely responsible for your interactions and conversations with any other user in connection with the Service and ZRL Alliance, LTD will have no liability or responsibility with respect thereto. ZRL Alliance, LTD reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

15. General

These Terms of Service constitute the entire agreement between you and ZRL Alliance, LTD and govern your use of the Service, superseding any prior agreements between you and ZRL Alliance, LTD with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software.

These conditions are presided over by the California State laws without respect to its law provisions conflict. With respect to any disputes or claims not subject to arbitration, as set forth above in Section 9, you and ZRL Alliance, LTD agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Los Angeles County, California.

ZRL Alliance, LTD's failure to enforce or exercise any provision or right of these conditions will not represent a relinquishment of such provision or right. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties, nevertheless, agree that the court should endeavor to give effect to the intentions of the parties as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect.

You approve that irrespective of an opposing law or statute, any cause or claim of lawsuit arising from or connected to the employment of the facility or these conditions must be put on record within a year subsequent to such cause or claim of lawsuit arose or forever be barred.

A copy in writing of this agreement, besides all other notices delivered through an electronic method stays admissible in any governmental or legal proceedings established upon or concerning this agreement towards the similar coverage and bound by similar circumstances as that of any commercial document or record originally upheld and produced in writing.

The segment titles within these conditions are on behalf of mere convenience and possess no contractual or legal effect. Notifications to users are made through either regular posts or email.

16. Terms Specific to Apple, Inc.

The facility is designed to be run in relation to the products commercially made available via "Apple" or Apple Inc., and as such, the following terms and conditions apply:

- i. Our company, ZRL Alliance, LTD, and you, as a user, concede that these conditions are established between you and ZRL Alliance, LTD only, as well as not including Apple, besides that amid Apple and ZRL Alliance, LTD. Therefore, ZRL Alliance, LTD, and not Apple, stands solely accountable for the facility and the materials thereof.
- ii. You may not use the Service in any manner that is in violation of or inconsistent with the Usage Rules set forth for Service in, or otherwise be in conflict with, the App Store Terms of Service.
- iii. Your license to use the Service is limited to a non-transferable license to use the Service on an iPhone or other iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- iv. Apple holds no responsibility whatsoever towards providing any support or maintenance services in relation to the facility.

- v. Apple isn't responsible on behalf of any merchandise warranties, be it implied or express legally. In the event of any failure of the Service to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Service to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be the sole responsibility of ZRL Alliance, LTD, to the extent it cannot be disclaimed under applicable law.
- vi. ZRL Alliance, LTD and you acknowledge that ZRL Alliance, LTD, not Apple, is responsible for addressing any claims you or any third party relating to the Service or your possession and/or use of, that Service, including, but not limited to: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- vii. In the event of any third party claim that the Service or your possession and use of the Service infringes that third party's intellectual property rights, as between ZRL Alliance, LTD and Apple, ZRL Alliance, LTD, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- viii. You act for and guarantee that: (a) you're not residing in a nation that's bound by an American Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- ix. Any questions, complaints or claims with respect to the Service should be directed to ZRL Alliance, LTD, as follows:

ZRL Alliance, LTD
Attn: Phoney.me TOS manager
(Insert office address)

ZRL Alliance, LTD and you acknowledge and agree that Apple, and the subsidiaries of Apple, are third party beneficiaries of these Terms of Service with respect to the Service, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Service as a third party beneficiary thereof.

17. Your Confidentiality

ZRL Alliance, LTD respects the confidentiality of its users. For details please see our Privacy Policy. By employing the facility, you approve to our gathering and using your personal information as detailed herein.

18. Notice aimed at Users in California

In accordance with the California Civil Code Section 1789.3, service users from California exist entitled towards the specific user rights notification. Therefore, the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs can be communicated to formally at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or via telephone at (916) 445-1254 or (800) 952-5210.

19. Questions? Concerns? Suggestions?

Please contact us at legal@phoney.me.com to inform us of any violation of these conditions or pose a question regarding this service or its conditions on use.