

Terms of Service

Last update: 2024-06-22

These Terms of Service (the “Terms”) constitute the Agreement between Zen Zen Technology Inc. (“Zen Tech” “we,” “us,” or “our”) and you as a user who accesses, subscribes to access, or otherwise establishes a connection (“user,” “you,” or “your”) to products and services including this mobile app. Our provision of application, any Software, products, and services, including accesses to the LingoEase App (“LingoEase”, “App”, “Software”) or the LingoEase website (“Site”), are collectively called “Services” or “Service”.

You expressly waive any existing terms and conditions or any other similar documents of your own, even if these should be defined as the only applicable conditions and/or had been presented in other communication between you and us.

By downloading, accessing, or using the App, you acknowledge and agree that while we strive to provide accurate and up-to-date transcripts and translations, you clearly understand that there might be mistakes in the transcripts or translations provided by the App.

The App is intended for personal and recreational purposes only, and not for business, legal or any other professional purposes. You agree to not use the App in any critical context that require precise transcripts or translations, including but not limited to business negotiations, medical decision-making, emergency response, safety-critical operations, or any situation where failure or inaccuracy of the App could lead to significant harm or loss.

Furthermore, you agree not to use the App for any illegal activities, including but not limited to spamming, scams, fraudulent activities, harassment, or any other actions that violate applicable laws and regulations. Zen Tech reserves the right to charge users for any unauthorized or fraudulent use of the App.

The App is intended for general audiences over the age of 18 years old. We do not knowingly collect information from children under the age of 18 years old.

IF YOU ARE NOT AT LEAST 18 YEARS OLD, DO NOT USE THE APPLICATION.

We have no obligation to, and do not and cannot, review every item of material or information that you and users other than yourself made available through the Service, and we are not responsible for any content of this material or information. However, we reserve the right to delete, move, or edit any material or information that it deems, in our sole discretion, unacceptable, libelous, defamatory, obscene, pornographic, abusive, or otherwise in violation of any law or that infringes or violates any rights of any other person or entity. Further, we reserve

the right at all times to disclose any material or information as necessary to satisfy any law, regulation, or governmental request.

These Terms constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by Zen Tech of any breach or default under these Terms will be deemed to be a waiver of any preceding or subsequent breach or default. Our agreement will be binding upon and inure to the benefit of Zen Tech and its successors, trustees, and permitted assignees. We may assign this agreement or any of its rights or obligations under these Terms with or without notice to you.

You must agree to abide by all of the provisions of these Terms in order to remain a user of the Service and your use of the Service constitutes your agreement to abide by these Terms. You are solely responsible for your use of the Service and for ensuring that your use complies fully with the provisions of these Terms. Your rights are personal and non-assignable. This means that you will be responsible for the acts of anyone accessing the Service through you or using your device or your credentials.

Direct competitors are prohibited from accessing the Services, except with Zen Tech's prior written consent. In addition, the Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. We reserve the right, in our sole discretion, to change any or all of the provisions of these Terms at any time. We will notify you of any material changes by posting them on the website <https://www.lingoease.app> or through other reasonable means of providing notice. Any changes to these Terms will be effective immediately upon notice to you unless we advise otherwise. Your use of the Service after notice of changes to this agreement will be deemed your acceptance of the changes. We reserve the right, in our sole discretion, to change, limit, or discontinue any aspect, content, or feature of the Service, as well as any aspect pertaining to the use of the Services. IF YOU DO NOT AGREE TO THE PROVISIONS OF THESE TERMS OR ARE NOT SATISFIED WITH THE APP, SITE OR OTHER SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE APPLICATION AND/OR SERVICES, AS APPLICABLE.

Disclaimer of warranties & limitation of liability

You expressly agree that use of the service is at your sole risk. Neither Zen Tech, nor any of its affiliates, employees, agents, third-party content providers, or licensors warrant that the Service will be uninterrupted or error-free nor do they make any warranty as to the results that may be obtained from the use of the Service, or as to the accuracy, reliability, completeness, or contents of any content, information, material, postings, or posting responses found while using the Service, any merchandise or services provided through the Service, or any links to other sites made available while using the Service.

To the extent permitted by applicable law, the Service and all content, material, information, postings, or posting responses found while using the Service are provided on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or non-infringement or implied warranties of merchantability or fitness for a particular purpose.

Under no circumstances, including, but not limited to, negligence, will Zen Tech (or any of its parents, subsidiaries, affiliates, employees, agents, third-party content providers, or licensors, and their respective directors, officers, employees, and agents), be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, any tool, content, information, material, postings, or posting responses on the Service or the Service itself. These limitations apply regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility of such damages. You specifically acknowledge and agree that Zen Tech (and any of its parents, subsidiaries, affiliates, employees, agents, third-party content providers, or licensors, and their respective directors, officers, employees, and agents), is not liable for any defamatory, offensive or illegal conduct of any user, including you.

INDEMNIFICATION. You agree to defend, indemnify and hold harmless Zen Tech (and any of its parents, subsidiaries, affiliates, employees, agents, third-party content providers, or licensors, and their respective directors, officers, employees, and agents) from and against all claims, liability, and expenses, including attorneys’ fees and legal fees and costs, arising out of your use of the Service or your breach of any provision of this agreement. We reserve the right, in our sole discretion and at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You will cooperate as fully as reasonably required in the defense of any claim.

NOTICES. You will contact us by sending your message to email: contact@lingoease.app. We will contact you by the e-mail address you provide to us, by posting a notice on the App or the Site, or through other means such as our official Discord channel.

TERMINATION. This Terms and Conditions agreement is effective from the date you first use the Software or the Service and shall continue until terminated. You may terminate it at any time upon written notice to Zen Tech.

It will also terminate immediately if you fail to comply with any term of these Terms and Conditions. Upon such termination, you agree to stop all access and use of the Software and Service. The provisions that by their nature continue and survive will survive any termination of these Terms and Conditions.

LAW GOVERNING PERFORMANCE AND DISPUTES. These Terms of Service, your performance under them, and any disputes arising out of or in connection with them shall be governed by and

construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. The Parties shall take measures to settle any disputes which may arise out of this Terms or in connection with it by negotiations. By using the Service, you agree that any dispute that cannot be resolved amicably between the parties shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in California, and the decision of the arbitrator shall be final and binding on both parties.

Miscellaneous conditions

We reserve the right to collect, use, and distribute demographic data about you and your use of the Service in forms that do not identify you individually or reveal your identity.

You are not permitted to:

Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the App or Service, nor permit the whole or any part of the App or Service to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the App or Service or attempt to do any such things; Reproduce, copy, distribute, resell or otherwise use the App or Service for any commercial purpose; Allow any third party to use the App or Service on behalf of or for the benefit of any third party; Use the App or Service in any way which breaches any applicable local, national or international law; Use the App or Service for any purpose that Zen Tech considers is a breach of these Terms and Conditions.

We reserve the right to terminate service for users that perform malicious activities or any misuse of the app.

Availability of the Service

Zen Tech will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime, and (ii) any unavailability caused by circumstances beyond Zen Tech's reasonable control, including, for example, human error, an act of God, act of government or law, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, or denial of service attack.

Payment Terms

Usage Fees. The App charges a usage fee through in-app purchases. By using the App, you agree to pay all applicable fees associated with your use of the services. Please note that these fees do not include any external costs such as internet service fees, computer hardware costs, or any other charges incurred from third-party services or equipment. Zen Tech reserves the right to discontinue service and deactivate access to the App if the applicable usage fees are not paid in full. If any previous payments failed, such as a credit card being declined, you are required to pay the outstanding amount in full.

Price Changes. Zen Tech reserves the right to change the pricing of the App and its services at any time. Any changes to the pricing will be effective immediately upon posting the revised pricing within the App or on our website.

Refund. All fees paid for the use of the Service are generally non-refundable. Refunds, if any, are provided at the sole discretion of Zen Tech, except as required by law.

Free Services. At its sole discretion, Zen Tech may offer free usage of the Service for promotional purposes. Zen Tech reserves the right to modify, limit, or discontinue any free usage at any time without prior notice. Zen Tech disclaims any and all warranties, whether express or implied.

Intellectual Property and Ownership

Zen Zen Technology Inc. shall at all times retain ownership of the App as originally downloaded by you and all subsequent downloads of the App by you. The App (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of Zen Zen Technology Inc..

Zen Zen Technology Inc. reserves the right to grant licenses to use the App to third parties.