

zokaai

ABN: 87676069551

Terms of Service

Effective date: 3rd March 2025

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING OUR MARKETPLACE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE OUR SERVICES.

Hi from zokaai. These Terms of Use (the "Terms") govern your use of our website(s), products, services and applications (the "Services"), specifically our online marketplace platform for listing businesses for sale and connecting potential buyers and sellers. If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at info@zokaai.com.

These Terms are a binding contract between you and ZOKAAI, ("zokaai," "we" and "us"). You must agree to and accept all of the Terms, or you don't have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy & Cookies Policy and Copyright Dispute Policy.

1. Scope of Services

zokaai operates an online marketplace platform that allows business owners ("Sellers") to list their businesses for sale and potential buyers ("Buyers") to browse and search for businesses. We may also offer tools and resources to facilitate the buying and selling process.

zokaai is NOT a business broker, financial advisor, or legal representative. We do not provide advice or represent either Buyers or Sellers in any transaction. Our role is solely to provide a platform for connection and information.

2. Disclaimer of Liability

ZOKAAI DOES NOT VERIFY THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION PROVIDED BY SELLERS IN BUSINESS LISTINGS. BUYERS ARE SOLELY RESPONSIBLE FOR CONDUCTING THEIR OWN INDEPENDENT DUE DILIGENCE, INCLUDING FINANCIAL, LEGAL, AND OPERATIONAL REVIEWS, BEFORE MAKING ANY DECISIONS RELATED TO PURCHASING A BUSINESS. ZOKAAI IS NOT RESPONSIBLE FOR ANY LOSSES OR DAMAGES INCURRED AS A RESULT OF RELIANCE ON INFORMATION PROVIDED ON OUR PLATFORM.

3. User Responsibilities

Registration: You may be required to sign up for an account and select a password and user name ("zokaai User ID"). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your zokaai User ID a

name that you don't have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf).

You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorised to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

4. Seller Warranties & Obligations

If you are listing a business for sale on our platform, you warrant and represent that:

- You have the full legal right and authority to sell the business.
- All information provided in your business listing is accurate, complete, and not misleading.
- You will promptly update your listing if any information changes.
- You will comply with all applicable laws and regulations related to the sale of your business.

5. Prohibited Activities

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including zokaai);
- (b) Violates any law or regulation, including any applicable export control laws;
- (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) Jeopardises the security of your zokaai account or anyone else's (such as allowing someone else to log in to the Services as you);
- (e) Attempts, in any manner, to obtain the password, account, or other security information from any other user;

(f) Violates the security of any computer network, or cracks any passwords or security encryption codes;

(g) Runs Maillist, Listserv, any form of auto-responder or “spam” on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure);

(h) “Crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);

(i) Copies or stores any significant portion of the Content;

(j) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

6. Fees and Payment

Currently, zokaai offers free business listings. However, zokaai reserves the right to introduce fees for listings or other services at any time. If fees are implemented, users with existing free listings may be required to upgrade to a paid plan to maintain their listing's visibility. Continued use of the platform after the introduction of fees constitutes acceptance of the new pricing. Zokaai will provide reasonable notice of any fee changes.

7. Intellectual Property

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the “Content”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including zokaai’s) rights.

You understand that zokaai owns the Services. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, the above restrictions still apply.

8. User Submissions and Licenses

Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission.” Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy & Cookies Policy to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant zokaai a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.... If you store a User Submission in your own personal zokaai account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant zokaai the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission only in a manner that only certain specified users can view (for example, a private message to one or more other users) (a “Limited Audience User Submission”), then you grant zokaai the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services] (each of the foregoing, a “Public User Submission”), then you grant zokaai the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all zokaai users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services and/or otherwise in connection with zokaai’s business for any purpose, provided that zokaai will try to notify you if it uses your Public User Submission for any reason other than displaying it on the Services. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, perpetual, sublicensable, irrevocable, and worldwide, provided that when you delete your zokaai account, we will stop displaying your User Submissions (other than Public User Submissions, which may remain fully available)] to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from zokaai’s records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that zokaai, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

9. Copyright Infringement

We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers. Please contact info@zokaai.com

10. Privacy and Data Protection

zokaai values your privacy. Please review our Privacy Policy (below) to learn more about how we collect and use information about you via the Services. The Privacy Policy explains how zokaai treats your personal information and protects your privacy when you access zokaai and use the Services.

We may amend the Privacy Policy at any time in our sole discretion, effective upon posting the amended Privacy Policy here where the prior version of the Privacy Policy was posted, or by communicating these changes through any written or other contact method we have established with you. Your use of the Services following the date on which such amended Privacy Policy is published will constitute consent to such amendments to the extent they do not have retroactive applicability.

If you are a paying subscriber to the Services, to the extent that zokaai processes any Personal Data (as defined in the DPA) that is subject to the GDPR (as defined in the DPA), on your behalf, in the provision of the Services, the terms of the data processing addendum located here ("DPA"), which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms. For the purposes of the Standard Contractual Clauses referenced in the DPA, when you are the data exporter, your agreeing to these Terms of Service shall be treated as signing of the DPA, including, without limitation, the Standard Contractual Clauses and their Appendices.

11. Third-Party Content and Links

The Services may contain links or connections to third party websites or services that are not owned or controlled by zokaai. When you access third party websites or use third party services, you accept that there are risks in doing so, and that zokaai is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

zokaai has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, zokaai will not and cannot

monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organisations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that zokaai shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

12. Termination

zokaai may, in its sole discretion, suspend or terminate your access to the Services and remove any listings if you: (a) breach these Terms of Service; (b) provide false, inaccurate, or misleading information; (c) engage in any illegal or fraudulent activity; (d) violate our Community Guidelines or any other published policies; or (e) engage in any conduct that zokaai determines is detrimental to the platform, its users, or its business interests. zokaai also reserves the right to terminate any listing for any reason, at any time. Upon termination, any fees paid may be forfeited, depending on the reason for termination and at zokaai's sole discretion.

13. Indemnification

You agree to indemnify and hold zokaai, its affiliates, officers, directors, employees, and agents harmless from any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to your use of the Services, your violation of these Terms, or your violation of any rights of another.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ZOKAAI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES, EVEN IF ZOKAAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ZOKAAI'S TOTAL LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY YOU TO ZOKAAI IN THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

15. Dispute Resolution

These Terms are governed by the laws of New South Wales, Australia, without regard to its conflict of law principles. We hope to resolve any disagreements amicably. However, if a

dispute arises, it will be settled through arbitration in Sydney, Australia, following the Streamlined Arbitration Rules of the Australian Centre for International Commercial Arbitration (ACICA). This process involves a neutral arbitrator with experience in commercial disputes, and the decision will be final and binding. You and zokaai each give up the right to a jury trial and the ability to participate in a class action lawsuit.

This does not prevent either party from seeking urgent injunctive or equitable relief in the courts of Sydney, New South Wales, to prevent immediate harm. The courts in Sydney, New South Wales, will have exclusive jurisdiction for such actions.

16. Changes to these Terms

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the zokaai.com website, by sending you an email, and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

17. Governing Law and Jurisdiction

The courts in Sydney, New South Wales, will have exclusive jurisdiction.

18. Contact Information

If you have any questions please contact info@zokaai.com