

Terms of Use

Table Of Content

OVERVIEW

SECTION 1 – MEMBERSHIP

SECTION 2 – CANCELLATION AND SUBSCRIPTION TERMS

SECTION 3 – TERMINATION

SECTION 4 – PURCHASES AND REFUNDS

SECTION 5 – ONLINE STORE TERMS

SECTION 6 – GENERAL CONDITIONS

SECTION 7 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

SECTION 8 – MODIFICATIONS TO THE SERVICE AND PRICES

SECTION 9 – PRODUCT OR SERVICE

SECTION 10 – OPTIONAL TOOLS

SECTION 11 – THIRD-PARTY LINKS

SECTION 12 – USER COMMENTS, TESTIMONIALS, FEEDBACK AND OTHER

SUBMISSIONS

SECTION 13 – PERSONAL INFORMATION

SECTION 14 – ERRORS, INACCURACIES AND OMISSIONS

SECTION 15 – PROHIBITED USES

SECTION 16 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

SECTION 17 – INDEMNIFICATION

SECTION 18 – SEVERABILITY

SECTION 19 – TESTIMONIALS DISCLAIMER

SECTION 20 – EARNINGS DISCLAIMER

SECTION 21 – ENTIRE AGREEMENT

SECTION 22 – INTELLECTUAL PROPERTY, TRADEMARKS AND COPYRIGHTS

SECTION 23 – GOVERNING LAW

SECTION 24 – CHANGES TO TERMS OF USE

SECTION 25 – FORCE MAJEURE

SECTION 26 – CONTACT INFORMATION

OVERVIEW

As used in these Terms of Use, “our Service/s” or “the Service” means services or information provided by Zeiierman Trading including, but not limited to, Discord or Gitbook, related channels and our indicators/scripts/bot/ideas/strategies, the <https://zeiiermantrading.com/> website, all related servers and platforms and user interfaces, as well as all content and software associated with our service.

Please read these Terms of Use (“Terms of Use”, “Terms”) carefully before accessing or using our website since these Terms of Use govern your use of our Service. By accessing or using any part of the website or our Service, you agree to be bound by these Terms of Use our [Disclaimer](#) and [Privacy Policy](#). If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Services. This website and Services are operated by Zeiierman Trading. Throughout the website and Services, the terms “we”, “us”, “our” and “Zeiierman” refers to Zeiierman Trading.

Zeiierman offers this website, including all information, tools, scripts, and our Services available from this website to you, the user/customer/trader. By visiting or using this website or our Services you engage in our Service and agree to be bound by the following

Terms of Use, including those additional terms and conditions and policies referenced herein or available outbound links. These Terms of Use apply to all users of the website, including, but not limited to, users who are browsers, vendors, customers, merchants, or contributors of content.

Any new features or tools which are added to the current store shall also be subject to the Terms of Use. You can review the most current version of the Terms of Use at any time on this website. We reserve the right to update, change or replace any part of these Terms of Use by posting updates or changes to our website. It is your responsibility to check this website periodically for changes. Your continued use of or access to our Service or website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on wordpress.com. WordPress.com provides us with an online e-commerce platform that allows us to sell our products and services to you. Stripe.com and Paypal is our Payment infrastructure.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 23 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

ZEIERMAN, HEREBY DISCLAIMS ALL WARRANTIES WITH REGARD TO ANY SERVICES AND INFORMATION PROVIDED ON THE WEBSITE AND, IN OUR SERVICE AS PUT FORTH IN OUR SEPARATE [DISCLAIMER](#).

SECTION 1 – MEMBERSHIP

Zeierman provides a subscription service that allows our members to access information in order for traders to educate themselves with the use of unique and highly innovative trading tools that empower you as a trader.

YOUR MEMBERSHIP WILL CONTINUE UNTIL TERMINATED. TO USE OUR SERVICE YOU MUST HAVE INTERNET ACCESS AND PROVIDE US WITH ONE OR MORE PAYMENT METHODS. "PAYMENT METHOD" MEANS A CURRENT, VALID, ACCEPTED METHOD OF PAYMENT, AS MAY BE UPDATED FROM TIME TO TIME, AND WHICH MAY INCLUDE PAYMENT THROUGH YOUR ACCOUNT WITH A THIRD PARTY. UNLESS YOU CANCEL YOUR MEMBERSHIP BEFORE YOUR BILLING DATE, YOU AUTHORIZE US TO CHARGE THE MEMBERSHIP FEE FOR THE NEXT BILLING CYCLE TO YOUR PAYMENT METHOD ([see Section 2 below](#)).

Our products are completely digital and are accessed through Tradingview. In order to get access, a Tradingview account is needed. Once a purchase is made, the customer is fully responsible to contact us via e-mail (zeierman@outlook.com) with the necessary details so that Zeierman can grant access. If we don't receive the necessary details we cannot grant the customer access to our Service. By accepting these Terms of Use the customer agrees that they are fully aware that it is their responsibility to provide us their Tradingview username via e-mail. Once we have all information needed we will grant the customer access as soon as possible. If the customer fails to provide Zeierman with necessary details including, but limited to, legal

name, usernames and receipt/invoice/transactions id that can trace the transaction, Zeiierman is unable to grant access to our Service. The membership will be renewed automatically until the customer submits a complete request to cancel, in the manner described below in [section 2](#).

After purchasing your subscription, membership, or other periodic fee-based services on the website, Zeiierman will approve access to the username provided by you. Upon the approval of your access, you will be notified by e-mail to the address you have provided Zeiierman during the registration of the subscription, membership, or other periodic based services (Registration Approval). By accepting these Terms of Use you agree and acknowledge that the Registration Approval provided to you via e-mail constitutes proof that you have received access to our Services. If you do not receive this Registration Approval within a reasonable timeframe it is your responsibility to make us aware of the problem.

Custom Coding Services:

Custom coding agreements are established through email correspondence. Time estimates provided for each project are tentative and should be considered as approximations. Consequently, agreed-upon deadlines are inherently flexible. Coding is a complex and dynamic task; our team reserves the right to adjust the development pace as necessary to ensure the code's full functionality. Regular updates on project progress will be communicated to keep you informed. Please note that custom coding projects are non-refundable. Once a sale is finalized, it cannot be reversed. This policy ensures that our team can allocate the necessary resources and attention to deliver high-quality, customized solutions.

SECTION 2 – CANCELLATION AND SUBSCRIPTION TERMS

a. Subscription and Auto-Renewal

You can cancel your subscription at any time before the end of the current billing period or free trial. Cancellation will take effect at the end of the current billing period or free trial. To cancel your Subscription:

1. Access the Stripe customer portal via the link that is included in the payment receipt. The user is fully responsible to save the e-mail with the link to the Stripe customer portal. Zeiierman does not save your specific Stripe customer portal link. The user understands that the link is tied to the customer with a unique ID, which is why the customer has to save the e-mail in order to find the link to the Stripe customer portal that is linked to your transaction. The user can find more information about how to cancel their subscription in the footer of the website "[Manage Account link](#)"; or
2. Notify Zeiierman directly via e-mail, a private message in Discord, or on Tradingview at least five (5) business days before the subscription is set to renew. The user agrees and understands that the cancellation is complete once we have received a cancellation request in written form. Further instructions on how to cancel your membership can be found under "[Manage Account](#)".

If the customer does not request to cancel in accordance with any of the two (2) procedures set out above the subscription will be renewed automatically.

b. Payment Details

To use our Service you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated with your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the Service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

You are responsible for keeping your payment details up-to-date by changing the details in your account settings. Where your details change or are due to expire, where applicable law allows, we may obtain or receive from your payment provider updated payment details including your card number, expiry date and CVV (or equivalent). This enables us to continue to provide you access to the Service. You authorize us to continue to charge you using the updated information. If a payment is not successfully authorized due to expiration, insufficient funds, or otherwise, we may suspend or terminate your subscription, by giving you notice.

c. Price and tax changes

Zeierman may from time to time make changes to subscriptions, including recurring subscriptions fees. Price changes will take effect at the start of the next subscription period following the date of the price change and, by continuing to use the Service after the price change takes effect, you have accepted the new price. If you do not agree to the price change, you can reject the change by canceling the subscription prior to the price change going into effect.

Tax rates are based on the rates applicable at the time of your monthly charge. These amounts can change over time with local tax requirements in your country, state, territory, county, or city. Any change in tax rate will be automatically applied based on the account information you provide.

d. Subscriptions Obtained Through Third Parties.

If you obtained a subscription via a third party, that subscription is also subject to the third party's terms, and the provisions in these Terms of Use concerning subscription purchase, billing, cancellation/refunds, and payment do not apply to that subscription to the extent these Terms of Use conflicts with the applicable third party's terms. If you signed up for the subscription using your account with a third party as a Payment Method and wish to cancel your subscription, your billing relationship may be directly with the applicable third party. To cancel a subscription obtained via a third party, please follow the cancellation instructions set out by the applicable third party. In order to cancel your subscription, you may need to do so through such a third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the subscription through that third party.

SECTION 3 – TERMINATION

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we may terminate this agreement at any time without notice and

you will remain liable for all amounts due up to and including the date of termination; or accordingly may deny you access to our Services or any part thereof.

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

SECTION 4 – PURCHASES AND REFUNDS

All sales are final. No refunds are made. By enforcing this policy, we aim to protect the interests of our committed users and ensure the longevity and integrity of our services. Please read and understand our refund policy carefully before subscribing to any of our plans, and feel free to contact our support team if you have any questions or concerns regarding this policy.

One-time payment: Non-Refundable Policy

Lifetime access or any “one-time payment” is non-refundable. All these sales are final.

To get a refund, you can contact us at zeiiermantrading@gmail.com and we will assist you within 6 business days. Refunds generally take 3-5 business days to arrive in your bank account.

We allow refunds specifically for yearly subscription auto-renewals within the first 72 hours of billing, however, we are not required to process a refund under any other circumstance after 30 days including the case you forgot about auto-renewal of your subscription.

It is your sole responsibility to manage your subscription prior to renewals by logging in to your customer portal ([learn more about how here](#)) or emailing zeiiermantrading@gmail.com. Read our cancellation policy [here](#)!

If you believe you are due a refund you must e-mail zeiiermantrading@gmail.com within thirty days of making your payment. Zeiierman has sole discretion to accept any customer dispute claim therefore any refunds are at our discretion, but subject to your statutory rights. If Zeiierman accepts the claim it will issue a credit back to your Tradingview account or credit your credit card for the accepted claim and accepted claim amount. If a refund is granted your Tradingview account will be terminated immediately.

When you make a credit card payment, you agree that the transaction is complete as soon as Zeiierman has granted access to the username provided during the registration of the account. You, therefore, agree to waive any right to refund, revoke or chargeback your payment for any disputes surrounding the services charged by Zeiierman. You shall not be able to challenge any subsequent transaction undertaken using such funds. **YOU SUBSEQUENTLY AGREE THAT YOU WILL NOT CHARGEBACK ANY CREDIT CARD OR DEBIT CARD PAYMENTS MADE TO ZEIIERMAN.** By accepting these Terms of Use you also authorize your credit card company or debit card bank or Zeiierman to reverse any chargebacks made by you, the cardholder or account holder, at any time as part of your chargeback waiver. At any time, you may contact Zeiierman to remove your credit card or debit on file as your form of payment. Furthermore, as soon as your plan is no longer active you yourself can access and remove your credit or debit card on file as your form of payment, directly through Stripe Customer Portal.

In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, you agree and acknowledge that you are in breach of these Terms of Use and we, therefore, reserve the right to terminate your membership and remove access immediately.

If a customer subscription is terminated, access will be removed immediately without a refund. All fees charged by Zeiierman in connection with any product purchased or account or service of the website are exclusive of any taxes, levies, or duties imposed by any taxing authority, and you shall be, and hereby are, responsible for the payment of all such taxes, levies, or duties arising from your purchase of products or use of the website. You agree and acknowledge that Zeiierman is not required to provide any refunds or credits for any reason, including, without limitation, satisfaction or your failure to cancel your account or service prior to its automatic renewal.

Custom Coding Service: Non-Refundable Policy

Custom coding agreements are confirmed through email correspondence. The time estimates given for each project are provisional and should be viewed as rough guidelines. As a result, any deadlines agreed upon are subject to flexibility. The nature of coding is intricate and dynamic, necessitating our team's right to modify development timelines as needed to guarantee optimal functionality of the code. We commit to regularly updating you on the progress of your project. It is important to note that once a custom coding service sale is completed, it is final and non-refundable. This policy is in place to ensure our team can dedicate the required resources and focus to deliver superior, tailor-made coding solutions.

SECTION 5 – ONLINE STORE TERMS

By agreeing to these Terms of Use, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this website.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction, including but not limited to, copyright laws.

You must not transmit any worms or viruses or any code of a destructive nature.

You must not share your login passwords and usernames.

A breach or violation of any of the Terms will result in an immediate termination of your access to our Services.

SECTION 6 – GENERAL CONDITIONS

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, or orders that use the same billing or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by, including but not limited to, dealers, resellers or distributors.

You understand that your content (not including credit card information), may be transferred unencrypted and involve

(a) transmissions over various networks; and

(b) changes to conform and adapt to the technical requirements of connecting networks or devices.

Credit card information is always encrypted during transfer over networks.

SECTION 7 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

The information contained in our Services is provided “as is” and might be subject to change without notice. No guarantee is made as to its accuracy, currency, completeness, or fitness for a particular purpose. The material is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material is at your own risk.

Our Services may contain certain historical information. Historical information is, necessarily, not current and is provided for your reference only. Zeiierman reserves the right to modify the contents at any time, but we have no obligation to update any information. You agree that it is your responsibility to monitor changes.

Whilst Zeiierman seeks to ensure that the information on our Services is accurate and complete at the date of publication, neither Zeiierman nor any of its staff warrants the adequacy, accuracy or completeness of this information and does not accept any liability arising from reliance on any inaccuracy, omission in, or the use of or reliance on the information.

SECTION 8 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service, or any part or content thereof, without notice at any time.

We reserve the right at any time and from time-to-time to modify, edit, delete, suspend or discontinue, temporarily or permanently this website, or any portion thereof, or the information, materials, products, or Service available through the website, including, but not limited to, our indicators/scripts/strategies/setups/bot/ideas, or any part thereof with or without notice. We do not guarantee backward compatibility of our Services.

YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY SUCH MODIFICATION, EDITING, DELETION, PRICE CHANGE, SUSPENSION OR DISCONTINUANCE OF THIS WEBSITE OR SERVICE.

SECTION 9 – PRODUCT OR SERVICE

Certain products or services may be available exclusively online through the website. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this website is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

You may not copy, distribute, transmit, display, perform, reproduce, publish, license, modify, rewrite, create derivative works from, transfer, or sell any material contained on the website.

None of the material provided on this website may be reverse-engineered, disassembled, decompiled, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means (electronic, mechanical, photo reproduction, recordation or otherwise), resold or redistributed. Violation of this provision may result in severe civil and criminal penalties.

If you fail, or Zeiierman suspects that you have failed, to comply with any of the provisions of these Terms of Use, Zeiierman may, without notice to you: (i) terminate your account or (ii) terminate your license to the software; or (iii) preclude your access to the Services.

We reserve the right to decide which indicators are available or not, no matter which subscription the customer has bought. The customer has to stay updated on which indicators/scripts that are not available at the time. The list can be found [here](#). Which products, for example, indicators, script, systems or algos, that are included in the membership plans are subject to change without notice. Which products, for example, indicators, script, systems or algos, that are offered as lifetime access are subject to change without notice.

Zeiierman further reserves the right to modify, suspend, or discontinue the Services, at any time with or without notice to you, and Zeiierman will not be liable to you or any third-party, should it exercise such rights.

SECTION 10 – OPTIONAL TOOLS

Zeiierman may provide you with access to third-party tools over which we neither monitor nor have any control or input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. Zeiierman shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

Zeiierman may also, in the future, offer new services or features through the website including, but not limited to, the release of new tools and resources. Such new features or services shall also be subject to these Terms of Use.

SECTION 11 – THIRD-PARTY LINKS

Zeiierman may include links to third-party websites.

Third-party links on our website may direct you to third-party websites that are not affiliated with us. The links provided on our website are provided solely for your convenience and may assist you in locating other useful information on the Internet. When you click on these links you will leave Zeiierman's website and will be redirected to another website. These websites are not under the control of Zeiierman. We are not responsible for examining or evaluating the content or

accuracy and we do not warrant and will not in any way be neither liable nor responsible for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please carefully review the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

Some of these websites may contain materials that you find indecent, objectionable, explicit, unlawful, or inaccurate. You agree that Zeiierman shall not be held liable for any trading activities or other activities that occur on any website you access through links provided on this website. We provide these links as a convenience and do not endorse the content or services offered by these other websites. Any dealings that you have with advertisers found on TradingView are between you and the advertiser and you acknowledge and agree that Zeiierman is not liable for any loss or claim you may have against an advertiser.

Also, please be aware that the security and privacy policies on these websites may be different than Zeiierman's policies, so please read third-party privacy and security policies closely.

If you have any questions or concerns about the products and services offered on linked third-party websites, please contact the third party directly.

SECTION 12 – USER COMMENTS, TESTIMONIALS, FEEDBACK AND OTHER SUBMISSIONS

If at our request or unsolicited, you send certain specific submissions, for example, contest entries or testimonials, or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by e-mail, by postal mail, or otherwise (collectively, 'comments'), you agree that Zeiierman may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

Zeiierman may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Use.

You agree that your comments will not violate any right of any third party, including, but not limited to, copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You agree that you are solely responsible and solely liable for any comments you make, their accuracy or any potential infringement that your comment might cause. Zeiierman will in no way be responsible and assumes no liability for any comments posted by you or any third party.

SECTION 13 – PERSONAL INFORMATION

Your submission of personal information through the store is governed by our [Privacy Policy](#). For more detail, please [view our Privacy Policy](#).

SECTION 14 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. Zeiierman reserves the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service is inaccurate at any time without prior notice, including after you have submitted your order.

Zeiierman cannot and does not represent or guarantee that any of the information available through our Services is accurate, reliable, current, complete, or appropriate for your needs.

Zeiierman cannot and does not represent or guarantee that any of the information available through Tradingview is accurate, reliable, current, complete, or appropriate for your needs. We make no warranty and assume no obligation or liability for scripts, indicators, ideas, and other content of third parties. Your use of any third-party scripts, indicators, ideas, and other content is at your sole risk.

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including but not limited to, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 15 – PROHIBITED USES

In addition to other prohibitions as set forth in these Terms of Use, you are prohibited from using the website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 16 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE, EXCEPT WHEN EXPRESSLY STATED BY US IN THESE TERMS OF USE, ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT

ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

YOU AGREE AND ACKNOWLEDGE THAT THESE TERMS OF USE, YOUR USAGE OF THIS WEBSITE AND OUR SERVICES IS GOVERNED BY OUR [DISCLAIMER](#).

SECTION 17 – INDEMNIFICATION

You agree to indemnify, defend and hold Zeiierman and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Use or the documents they incorporate by reference or your violation of any law or the rights of a third-party.

SECTION 18 – SEVERABILITY

In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

SECTION 19 – TESTIMONIALS DISCLAIMER

In accordance with 16 CFR Part 255 and Federal Trade Commission Guidelines concerning the use of endorsements and testimonials in marketing and advertising, please be aware of the following:

Endorsements, testimonials, or descriptions of past performance from other customers or members are based upon their individual experiences and results with the Services of Zeiierman. These results and performances are not typical, and you should not expect to achieve the same or similar results or performance, and your results and performance are likely to vary or differ materially.

The endorsements, testimonials, or descriptions of past performance are individual experiences, reflecting real-life experiences of clients, customers, or members, and are not representative of the results and performances of all clients, customers and members. Endorsements, testimonials, or descriptions of past performance appearing on the website were received via text, audio, or video submission from clients, customers, or members.

The endorsements, testimonials, or descriptions of past performance are portrayed verbatim, except for correction of grammatical or typing errors and editing for length. In other words, not the whole message received by the customer or member may be displayed when it seemed lengthy or not all content seemed relevant for the general public. No endorsements, testimonials, or descriptions of clients, customers or members that appear on the website involve payment or compensation, therefore.

SECTION 20 – EARNINGS DISCLAIMER

Zeierman may report on the success of one of its existing or prior clients, customers or team members by publishing endorsements, testimonials, or descriptions of past performance on this website or via other media. You acknowledge that you are aware that the prior success of others portrayed does not guarantee your success.

As with any business, your results may vary and will be based on your individual capacity, business experience, expertise, or level of desire. There are no guarantees concerning the level of success you may experience from using our Services. There is no guarantee that you will make any income at all, and you accept the risk that the earnings and income statements differ by individual. Each individual's success depends on his or her background, dedication, desire, decisions and motivation.

The use of our Services should be based on your own due diligence, and you agree that Zeierman is not liable for any success or failure of your business that is directly or indirectly related to the purchase and use of our Services reviewed or advertised on this website.

You agree and acknowledge that these Terms of Use, your usage of our Services is governed by our [Disclaimer](#).

SECTION 21 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Use and any policies or operating rules posted by us on this website or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us, including, but not limited to, any prior versions of the Terms of Use.

Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

SECTION 22 – INTELLECTUAL PROPERTY, TRADEMARKS AND COPYRIGHTS

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SECTION 23 – GOVERNING LAW

Any dispute, controversy or claim arising out of or relating to these Terms of Use, or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "Institute"). Either you or we may start arbitration proceedings.

Any arbitration hearings may be conducted by phone or videoconference to the extent possible, but if the arbitrator determines that a hearing should be conducted in person, the locale for such hearing shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish. These Terms of Use shall be governed in all respects in accordance with the laws of the Kingdom of Sweden.

If more than one set of arbitral proceedings has been initiated with reference to this arbitration clause, the arbitral tribunal in the proceedings, which were first initiated shall, following consultation with all affected parties, decide whether the subsequently initiated proceedings are to be consolidated with those which were initiated first. If the arbitral tribunal considers that a consolidation would lead to a significant delay to one of the proceedings, it may, following consultation with all affected parties, decide that one or more of the proceedings will be held separately.

In the event that the total value of the claim for compensation made by a requesting party is less than 800 000 US dollars, the dispute shall be settled by a sole arbitrator in accordance with the

rules for expedited arbitration of the Institute. The arbitrator shall have substantial experience in the software services industry and experience of commercial contract disputes.

In the event that the total value of the claim for compensation made by a requesting party exceeds 800 000 US dollars the dispute shall be settled by three (3) arbitrators in accordance with the ordinary rules for arbitration of the Institute. Each party shall select one arbitrator and the two selected arbitrators shall select the third arbitrator, who also shall be the Chairman. All arbitrators shall have substantial experience in the software services industry and experience of commercial contract disputes.

The arbitration proceedings and the arbitration award shall be confidential.

This arbitration provision will survive termination of these Terms.

SECTION 24 – CHANGES TO TERMS OF USE

You can review the most current version of the Terms of Use at any time at this website.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Use by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our Service following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

SECTION 25 – FORCE MAJEURE

It is possible that our Services may not be available at any given time including (i) during any maintenance or update periods, (ii) any power or server outages, (iii) as a result of war, riots, strikes, social unrest; or (iv) as a result of other matters beyond the control of us or third parties (“Force Majeure”). Zeiierman will take reasonable efforts to provide you with as much prior notice as possible of service interruption. Where Zeiierman is unavailable for reasons beyond our control or our third-party service providers, Zeiierman shall have no liability to you. There may be times when we must remove certain features, functionality, devices or platforms from being able to access the Service. We will do our best to let you know of any of these changes, usage rules and restrictions, but you acknowledge that we may do so in our sole discretion at any time without notice.

SECTION 26 – CONTACT INFORMATION

Questions about the Terms of Use should be sent to us at zeiierman@outlook.com or via our contact form on our website.