

SALES TERMS

The website www.zorachka.com (“Website”) is operated by Zorachka Inc. and its subsidiaries Zorachka Ltd and Zorachka Soft LLC (together “Zorachka” or “we,” “us”).

Welcome to the Zorachka online store (“Store”).

These Sales Terms apply to your purchase of Zorachka hardware products (“Zorachka Products” or “Products”). They constitute a legal agreement between you and Zorachka Inc. Please read this agreement carefully.

ARBITRATION NOTICE

EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION CLAUSE SET FORTH HEREIN, YOU AGREE THAT DISPUTES BETWEEN YOU AND ZORACHKA WILL BE RESOLVED BY MANDATORY ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT AND/OR CLASS-WIDE ARBITRATION. **PLEASE FOLLOW THE INSTRUCTIONS IN THE DISPUTE RESOLUTION AND ARBITRATION SECTION BELOW IF YOU WISH TO OPT OUT OF THIS PROVISION.**

1. ACCEPTANCE OF THE SALES TERMS

These Sales Terms will apply to your purchase of Products from Zorachka Inc. either via the Website or from elsewhere, if these Sales Terms are incorporated by reference. In both cases Zorachka Products are offered subject to your acceptance of these Sales Terms and other operating rules, policies and procedures which are incorporated herein by reference (“Incorporated Policies”). By placing an order for the Product(s), you are accepting and agreeing to these Sales Terms. If you do not agree to the Sales Terms, please do not order the Product(s).

Your purchase of any Zorachka Product is governed by the limited warranty provided with that Product (“[Limited Warranty](#)”). Your use of the Website, all associated websites and services linked therein is governed by the [Terms of Service](#) and [Privacy Policy](#). The software embedded in the Product is licensed and governed by the [Terms of Service](#). Product return shall be subject to the [Return Policy](#). Each of the mentioned policies, rules and procedures constitutes an “Incorporated Policy.”

2. CHANGES

We may make changes to the Sales Terms from time to time at our sole and absolute discretion, so please review the Sales Terms each time prior to purchasing Zorachka Products. Every time you order a Product from Zorachka, Sales Terms in force at that time will apply between you and Zorachka Inc.

Incorporated Policies may also be amended from time to time. We will notify you of such changes by posting the updated Incorporated Policies on the Website and/or in the respective mobile applications. Any changes to our Incorporated Policies shall be incorporated herein from the date of effectiveness of such changes. It is your responsibility to review the Incorporated Policies frequently and to remain informed of any changes to them. We may also provide you with

additional forms of notice of modifications and/or updates as appropriate under the circumstances including, but not limited to, sending you an email informing you of the changes and/or by prominently posting notice of the changes on the Website and/or in the respective mobile applications.

3. ELIGIBILITY

By accepting these Sales Terms, you are accepting and agreeing to these Sales Terms on behalf of yourself or the entity that you represent in connection with the purchase of the Products. You represent and warrant that you have the right, authority and capacity to accept and agree to these Sales Terms on behalf of yourself or the entity that you represent. You represent that you are, subject to this section, of sufficient legal age in your jurisdiction or residence to purchase the Products from Zorachka and to enter into this agreement.

You may purchase and use the Products only if you have the legal capacity to form a binding contract with Zorachka and only if you are in compliance with these Sales Terms and all applicable local, state/provincial, national and international laws, rules and regulations. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL CAPACITY TO ENTER INTO THIS BINDING CONTRACT WITH ZORACHKA AND ARE OVER THE AGE OF 18 (OR EQUIVALENT MINIMUM AGE REQUIRED FOR ENTERING INTO A SALES AGREEMENT SUCH AS THESE SALES TERMS IN THE JURISDICTION WHERE YOU RESIDE).

Any use of or access to the Products and Related Services (as defined below) by individuals under the age of 18 (or the equivalent minimum age in the jurisdiction where you reside) or individuals who do not have the legal capacity to enter into this binding contract with Zorachka Inc. is strictly prohibited and is a violation of these Sales Terms. The Products and Related Services are not available to any users previously prohibited from using the Products and Related Services by Zorachka.

4. AVAILABILITY

All Products offered on the Website are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order and to discontinue offering certain Products without prior notice.

5. CONSUMERS ONLY

Zorachka sells and ships Products under these Sales Terms to end-user customers only, and we reserve the right to refuse or cancel your order if we suspect you are purchasing Products for resale.

6. TITLE TRANSFER

The title for Products purchased from Zorachka Inc. passes to you at the time of delivery by Zorachka to the freight carrier, but Zorachka and/or the freight carrier will be responsible for any Product loss or damage that occurs when the Product is in transit to you.

7. FEES AND PAYMENT

You shall pay the price of the Products ordered according to the instructions on the Website. We may change Product prices from time to time, but changes will not affect any Product order you have already placed. Depending on the order, Zorachka Inc. may calculate and charge a sales tax in accordance with applicable laws.

By using a credit card or providing another payment method accepted by Zorachka, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your order, including any applicable taxes and other charges.

If the payment method you provide cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any payment issues in order to proceed with your order.

8. RETURNS OF THE PRODUCTS

In certain cases, you are entitled to return the Products purchased from Zorachka for a refund. Such cases and detailed procedures for return and refund are described in the [Return Policy](#), which is incorporated into these Sales Terms by reference.

9. SHIPPING AND DELIVERY

Product prices do not include shipping costs. Our delivery charges and methods shall in each case be determined at the time of placing an order.

The Products available from the Store have been designed, marketed and sold for use by residents of the United States and Canada, AS APPLICABLE. All safety warnings, information, instructions, packaging, in-box materials, mobile apps and support services are provided only in English (U.S.) and English/French (Canada). The Products are not intended for use outside of the United States and Canada.

10. PRE-ORDERS AND PREPAYMENTS

By placing a pre-order for a Product that is not yet available for sale and making a prepayment in full or in part (as determined by Zorachka in pre-order conditions), you do not make a contract of sale with Zorachka.

When the pre-ordered Product becomes available for sale, we will notify you by email, SMS or otherwise and make an offer to you to order the Product. If a pre-order is made together with a prepayment, the prepaid amount will be set off against the Product price when you order the Product.

You may cancel your pre-order at any time at no charge either by contacting support@zorachka.com or by not making an order when you are invited to do so. If you would like to cancel your pre-order and have your prepayment refunded, please contact support@zorachka.com.

We reserve the right to cancel or refuse any order and/or pre-order for any reason at any time prior to shipment, including after an order or pre-order has been submitted, whether or not the order has

been confirmed. We may attempt to contact you if all, or a portion, of your order is cancelled, or if additional information is needed to complete and accept your order.

11. CUSTOMER SERVICE

If you have any questions or concerns regarding the Products and Related Services, these Sales Terms or any Incorporated Policies, please contact Zorachka at support@zorachka.com. You understand and agree that customer service and any customer care and support offered and provided by Zorachka is not a 911 service or dispatch center, an emergency service provider or dispatch service, or a lifesaving solution for people at risk in their home or otherwise. Please do not contact customer service or any customer care and support offered by Zorachka with any life/safety emergency, medical emergency, or any other emergency. If you have any such emergency, you should immediately contact police, fire or emergency medical services, or other appropriate emergency response service.

12. RELATED SERVICES

In some cases, Zorachka Products may only be used together with the services provided by Zorachka, including:

- (a) the Website, including all associated websites linked to it
- (b) services accessible through the Website
- (c) software that may be downloaded to your mobile device
- (d) software that is embedded in the Products
- (e) any associated subscriptions, content services, accounts, technical support, and all other services associated with the Zorachka product, collectively referred to as “Related Services.”

It is your responsibility to install, test and use the Related Services in accordance with the [Terms of Service](#) and to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Related Services may not work as described when the requirements and compatibility have not been met. In particular, in some cases the Related Services will not be accessible without: (i) a working Wi-Fi network in your home that is positioned to communicate reliably with the Product(s); (ii) an enabled and supported wireless device, such as a phone or tablet (required for some features and functionalities of the Related Service); (iii) always-on broadband internet access in your home with bandwidth sufficient to support the Product(s) you use; and (iv) other system elements that may be specified by Zorachka. In case of discrepancy between the system requirements published in the online store and the requirements on the Products’ packaging, the former shall prevail.

13. RESTRICTIONS AND LIMITATIONS

THE PRODUCTS AND RELATED SERVICES ARE FOR PERSONAL, NONCOMMERCIAL USE ONLY.

You shall not (i) for commercial purposes license, sell, rent, lease, transfer, assign, distribute, host or otherwise commercially exploit the Products and Related Services; (ii) modify, make derivative works of, disassemble, reverse-compile or reverse-engineer any part of the Products and Related Services; (iii) access the Products and Related Services in order to build a similar or competitive product or service; (iv) copy, reproduce, distribute, republish, download, display, post or transmit the Products and Related Services in any form or by any means, except as expressly stated in these

Sales Terms and [Terms of Service](#); (v) upload, transmit or distribute any computer viruses, worms or any software intended to damage or alter a computer or communications network, handheld mobile device, data, the Related Services, the Products or any other system, device or property; (vi) interfere with, disrupt or attempt to gain unauthorized access to the servers or networks connected to the Products and Related Services or violate the regulations, policies or procedures of such networks; (vii) access (or attempt to access) any of the Services by means other than through the interface that is provided by Zorachka; (viii) remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) that may be contained in, or displayed in connection with, the Products and Related Services; (ix) otherwise use the Products and Related Services in a way not compliant with these Sales Terms or [Terms of Service](#).

We aim for the Products to be highly reliable and available. However, they are not intended to be reliable or available 100% of the time. Operation of the Products may be subject to sporadic interruptions and failures for a variety of reasons beyond Zorachka's control, including Wi-Fi intermittency, service provider downtime, mobile notifications and operators, among others. You acknowledge these limitations and agree that Zorachka is not responsible for any damages allegedly caused by improper functioning of the Products.

You acknowledge and agree that the Products and Related Services, whether stand-alone or interfaced with third-party products or services, are not certified for emergency response, unless expressly approved and certified by Zorachka as enabled for central station monitoring through a professional central station monitoring facility. Zorachka makes no warranty or representation that use of the Products or Related Services with any third-party product or service will affect or increase any level of safety. You understand that the Products and Related Services, whether stand-alone or interfaced with third-party products or services, are not a third-party monitored emergency notification system. Further, you understand that under no circumstances will Zorachka dispatch emergency services to your home in the event of an emergency.

14. ACCESS OUTSIDE CERTAIN COUNTRIES

Although the Website is accessible worldwide, the Products and Related Services are only available to the countries listed below ("Target Country") in which Zorachka supports the Products and Related Services. **THE PRODUCTS CANNOT BE DELIVERED TO ANY COUNTRY OTHER THAN THE TARGET COUNTRY.**

You understand and accept that the Products and Related Services are not designed for use in a non-Target Country and that some, or all, of the features of the Products and Related Services may not work or be appropriate for use in such a country. If you choose to use and access the Products or Related Services from outside the Target Country, you do so at your own initiative and are solely responsible for complying with applicable local laws. To the extent permissible by law, Zorachka accepts no responsibility or liability for any damage or loss caused by your access to or use of the Products and Related Services in a non-Target Country.

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or from the country in which you reside.

ZORACHKA PRODUCTS AND RELATED SERVICES CANNOT BE ORDERED OR USED IN A COUNTRY SUBJECT TO A U.S. GOVERNMENT EMBARGO, OR THAT HAS BEEN DESIGNATED BY THE U.S. GOVERNMENT AS A TERRORIST-SUPPORTING COUNTRY, AND YOU MUST NOT BE LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.

YOU REPRESENT AND WARRANT THAT YOU ARE NOT LOCATED IN A COUNTRY SUBJECT TO A U.S. GOVERNMENT EMBARGO, OR THAT HAS BEEN DESIGNATED BY THE U.S. GOVERNMENT AS A TERRORIST-SUPPORTING COUNTRY, AND THAT YOU ARE NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.

15. PRIVACY AND SECURITY

Please review our [Privacy Policy](#) and [Cookie Policy](#). These documents describe practices regarding the information that Zorachka may collect when you purchase the Products and use the Related Services.

When the Product may only be used alongside certain Related Services, e.g. a mobile application, you may have to accept the terms of service and the privacy policy related to such Related Services before you are able to use the Product.

By placing an order for Products, you agree and understand that Zorachka may store, share, process and use data collected from your order form for the purposes of processing the order. Zorachka companies may also share such data globally with other Zorachka companies. We share certain personal information with third parties who help us provide our services and deliver the Products. Such third parties may include: (1) payment service providers and (2) vendors who help us with the performance of our services and delivery of Products, such as freight carriers; and (3) Zorachka Group companies, which include Zorachka Ltd (Cyprus), Zorachka Inc. (USA), and Zorachka Soft LLC (Belarus).

Zorachka cares about the integrity and security of your personal information. We endeavor to implement appropriate security measures. However, Zorachka cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for malicious purposes. You acknowledge that you provide your personal information at your own risk.

16. INTELLECTUAL PROPERTY

You acknowledge that all intellectual property rights including, without limitation, copyrights, patents, trademarks and trade secrets in the Products and Related Services are owned by Zorachka Inc. and its affiliates or our licensors. Your possession, access to and use of the Products and Related Services do not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. Zorachka Inc., its affiliates, licensors and suppliers, reserve all rights not granted in these Sales Terms. The Related Services are licensed to you, not sold, under the [Terms of Service](#).

ZORACHKA PRODUCTS, WEBSITE, MOBILE APPS AND OTHER RELATED SERVICES ARE FOR PERSONAL, NONCOMMERCIAL USE ONLY.

You may choose to or Zorachka may invite you to submit comments, suggestions or ideas about the Products, including how to improve them (“Ideas”). By submitting any Ideas, you agree that your submissions are voluntary, gratuitous, unsolicited and without restriction, and will not place Zorachka under any fiduciary or other obligation. Zorachka may use, copy, modify, publish or redistribute the submission and its contents for any purpose and in any way without any

compensation to you. You also agree that Zorachka does not waive any rights to use similar or related Ideas previously known to Zorachka, developed by its employees or obtained from other sources.

17. INDEMNITY

You agree to defend, indemnify and hold harmless Zorachka Inc. and its subsidiaries and affiliates from and against any and all claims, proceedings, injuries, liabilities, losses, costs and expenses (including reasonable attorney fees) including, but not limited to, claims alleging negligence, invasion of privacy, copyright infringement and/or trademark infringement against Zorachka Inc. and its subsidiaries and affiliates, relating to or arising out of your breach of any provision of these Sales Terms, your misuse of the Products or Related Services, or your unauthorized modification or alteration of the Products or Related Services, including the software embedded in the Products.

18. WARRANTY AND DISCLAIMERS

Zorachka has a [Limited Warranty](#) on the Products, which is incorporated into these Sales Terms as an Incorporated Policy. Please read it carefully.

AS FAR AS PERMITTED BY APPLICABLE LAW, UNLESS OTHERWISE NOTED IN THE [LIMITED WARRANTY](#), THE PRODUCTS AND RELATED SERVICES ARE PROVIDED ON AN “AS-IS” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

YOU USE ANY PRODUCTS AND RELATED SERVICES AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND ZORACHKA DISCLAIMS) ANY AND ALL LOSS, LIABILITY OR DAMAGES RESULTING FROM YOUR USE OF A PRODUCT AND/OR RELATED SERVICE, INCLUDING DAMAGE OR LOSS TO YOUR HOME, PRODUCT, OTHER PERIPHERALS CONNECTED TO THE PRODUCT, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME.

With respect to Zorachka Products, you may choose whether to make a claim under these Sales Terms or the [Limited Warranty](#) or both, but you may not recover twice in respect of the same loss.

Some jurisdictions do not allow the exclusion of implied warranties, such as exclusions relating to products or services that are faulty or not as described, or the exclusion or limitation of incidental or consequential damages or other rights. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction. Nothing in these Sales Terms will affect those other legal rights.

19. LIMITATION OF LIABILITY

Nothing in these Sales Terms and, in particular, within this “Limitation of Liability” clause shall be interpreted or construed to limit or exclude liability that cannot be so limited or excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE WARRANTY AND OTHER DISCLAIMERS IN THESE SALES TERMS, (A) IN NO EVENT WILL ZORACHKA BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST DATA OR LOST PROFITS ARISING FROM OR RELATING TO THE PRODUCTS OR RELATED SERVICES, EVEN IF ZORACHKA KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) ZORACHKA'S TOTAL CUMULATIVE LIABILITY FOR ANY DIRECT DAMAGES, PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF LIFE OR ANY OTHER DAMAGES NOT EXCLUDED OR PRECLUDED PURSUANT TO (A) ABOVE, ARISING FROM OR RELATED TO THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT NEVER TO EXCEED TWO (2) TIMES THE FEES ACTUALLY PAID BY YOU TO ZORACHKA OR ZORACHKA'S AUTHORIZED RESELLER FOR THE PRODUCTS AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). ZORACHKA DISCLAIMS ALL LIABILITY OF ANY KIND OF ZORACHKA'S LICENSORS AND SUPPLIERS.

You understand and agree that the Limitation of Liability in this section shall apply even if Zorachka is found liable for any loss or damage due to breach of contract, breach of express or implied or limited warranty, negligence of any kind or degree, strict product liability, subrogation, indemnification or contribution, or any other theory of liability. However, this Limitation of Liability shall not apply to any willful, wanton, intentional or reckless misconduct or gross negligence of Zorachka in those jurisdictions that do not permit Limitation of Liability for gross negligence.

20. NOTIFICATIONS AND COMMUNICATIONS

We may provide notifications to you as required by law or for other purposes via (at our discretion) the email address indicated in your order, hard copy, or the posting of such notice on the Website. Zorachka is not responsible for any automatic filtering you or your network provider may apply to email notifications. Zorachka recommends that you add @zorachka.com URLs to your email address book to help ensure you receive email notifications from Zorachka.

You communicate with Zorachka electronically when you use the Website to order Products or send email to Zorachka. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you order on the Website, we collect and store your email address.

21. ARBITRATION

(a) Arbitration agreement

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under the Sales Terms shall be finally settled in accordance with the Comprehensive Arbitration Rules ("Rules") of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules.

The arbitration shall take place in San Francisco, California, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce the Sales Terms shall be entitled to costs and attorneys' fees.

(b) Notice of disputes

If either party intends to seek arbitration of a dispute, that party must provide the other with notice in writing or by email. The notice to Zorachka should be sent to **support@zorachka.com**. Zorachka will send notice to you at the email and/or mailing addresses indicated in the order or communicated by you in connection with the Related Services. Your notice to Zorachka must (i) provide your name, mailing address, and email address; (ii) describe the dispute; and (iii) state the relief you are requesting. If we are unable to agree to resolve the dispute within 60 days after the notice is received, you or we may commence arbitration.

(c) Arbitration opt-out

You can opt out of and decline this agreement to arbitrate by contacting Zorachka at support@zorachka.com within thirty (30) days from the date that you first became subject to this arbitration provision (i.e. the date you initially accepted the Sales Terms). If you do not notify Zorachka in accordance with this clause 21(c), you agree to be bound by the arbitration and class-action waiver provisions of these Sales Terms, including such provisions in any Sales Terms revised after the date of your first acceptance.

Opt-out notification must include: (i) your name; (ii) the email address indicated in your order; (iii) your mailing address; and (iv) a statement that you do not wish to resolve disputes with Zorachka through arbitration. This notification affects these Sales Terms only; if you have previously entered into other arbitration agreements with Zorachka or wish to enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in these Sales Terms shall not affect the other arbitration agreements between you and Zorachka.

(d) Waiver of jury trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE AND JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited judicial review. In the event that any litigation should arise between you and Zorachka in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND ZORACHKA WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(e) Waiver of class or consolidated actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS SECTION MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this section is deemed invalid or unenforceable, neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court located in San Francisco, California.

22. MISCELLANEOUS

(a) Entire agreement

Unless otherwise agreed to by Zorachka and you in writing, the Sales Terms (including without limitation the terms and conditions set forth herein and the Incorporated Policies) constitute the entire agreement between Zorachka and you concerning the subject matter hereof.

(b) Governing law

Except to the extent that applicable law, if any, provides otherwise, this Agreement will be governed by the laws of the State of California, U.S.A., excluding its conflict of law provisions.

(c) Assignment

You may not assign your rights under the Sales Terms or any Incorporated Policies to any other party without Zorachka's express prior written consent; Zorachka may assign its rights under the Sales Terms without condition. The Sales Terms will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

(d) Severability

If any part of the Sales Terms is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect.

(e) Survivability

All provisions of the Sales Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, licenses, warranty disclaimers, indemnity provisions and limitations of liability.

(f) Waiver

A waiver by either party of any term or condition of these Sales Terms and/or any breach thereof, in any one instance, will not waive such term and/or condition or any subsequent breach thereof. No waiver by either you and/or Zorachka of any breach and/or default and/or failure to exercise any right allowed under the Sales Terms is a waiver of any preceding and/or subsequent breach and/or default and/or a waiver and/or forfeiture of any similar and/or future rights under the Sales Terms.

(g) Force majeure

Except for payment obligations, neither Zorachka nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, failure by a third-party hosting provider or utility provider, shortages, riots, fires, acts of God, war, strikes, terrorism, and governmental action.

23. TARGET COUNTRIES

For the purpose of these Terms, the Target Countries are USA and Canada.

24. CONTACT

If you would like to request additional information regarding the Sales Terms or for any questions regarding your relationship with Zorachka, please contact us at support@zorachka.com or call Zorachka Support team at +1 (424) 209-2249.

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