

Terms of Service

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

zokaai
ABN: 87676069551

Terms of Service
Effective date: 1st July 2024

Hi from zokaai. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at info@zokaai.com.

These Terms of Use (the “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.

Will these Terms ever change?

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.

What about my privacy?

Zokaai takes the privacy of its users very seriously. For the current zokaai Privacy & Cookies Policy, please see below

The Australian Privacy Act 1988 and the Privacy (Market and Social Research) Code 2021 requires that online service providers obtain parental consent before they knowingly collect

personally identifiable information online from children who are under 16. We do not knowingly collect or solicit personally identifiable information from children under 16; if you are a child under 16, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 16, we will delete that information as quickly as possible. If you believe that a child under 16 may have provided us personal information, please contact us at info@zokaai.com.

What are the basics of using zokaai?

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.

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.

What are my rights in zokaai?

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.

Do I have to grant any licenses to zokaai or to other users?

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.

What if I see something on the Services that infringes my copyright?

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

Privacy and Protection of Personal Information

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.

Who is responsible for what I see and do on the Services?

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

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.

If there is a dispute between participants on this site, or between users and any third party, you agree that zokaai is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release zokaai, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

Will zokaai ever change the Services?

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Does zokaai cost anything?

The zokaai Services are currently free, but we reserve the right to charge for certain or all Services in the future. We will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services.

What if I want to stop using zokaai?

You're free to do that at any time, by contacting us at info@zokaai.com; please refer to our Privacy & Cookies Policy, as well as the licenses above, to understand how we treat information

you provide to us after you have stopped using our Services. zokaai is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. zokaai has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important User Submissions you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of zokaai.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

What else do I need to know?

Warranty Disclaimer. Neither zokaai nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from zokaai or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED BY ZOKAAI (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ZOKAAI (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II)

THE AMOUNTS PAID BY YOU TO ZOKAAI IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. To the fullest extent allowed by applicable law, You agree to indemnify and hold zokaai, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without zokaai's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law; Arbitration

These Terms are governed by and will be construed under the laws of New South Wales, Australia, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Sydney, Australia, in English, in accordance with the Streamlined Arbitration Rules and Procedures of the Australian Centre for International Commercial Arbitration ("ACICA") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of ACICA arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Sydney, New South Wales, or the Federal Court of Australia. Any arbitration under this Agreement will take place on an individual basis: class arbitrations and class actions are not permitted.

YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the zokaai may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and zokaai agree that these Terms are the complete and exclusive statement of the mutual understanding between you and zokaai, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of zokaai, and you do not have any authority of any kind to bind zokaai in any respect whatsoever. Except as expressly set forth in the section above regarding the Apple Application, you and zokaai agree there are no third party beneficiaries intended under these Terms.

Privacy & Cookies Policy

Effective date: July 2024

We recognise that your privacy is very important and take it seriously. This Privacy & Cookies Policy describes zokaai's policies and procedures on the collection, use and disclosure of your information when you use the services, websites, and applications offered by zokaai (the "Services") and tells you about your privacy rights and how the law protects you. By using the Services, you consent to our use of your information in accordance with this Privacy & Cookies Policy. We will not use or share your personal information with anyone except as described in this Privacy & Cookies Policy. Third-party websites hosted by zokaai through its Ship service are subject to the Terms of Service and Privacy Policies of such third party unless otherwise indicated on such page. Capitalized terms that are not defined in this Privacy & Cookies Policy have the meaning given them in our Terms of Service.

With that in mind, this Privacy and Cookies Policy is designed to describe:

- Who we are and how to contact us
- Your rights relating to your Personal Data
- Marketing communications preferences
- What Personal Data we collect
- How we use your Personal Data and why
- How we use cookies and other tracking or profiling technologies
- Who we share your Personal Data with
- How long we store your Personal Data
- Where we store your Personal Data
- How we protect your Personal Data

[Our policy on children's privacy](#)

[Links to other websites](#)

[Changes to our privacy & cookies policy](#)

This Privacy & Cookies Policy is intended to meet our duties of transparency under the "General Data Protection Regulation" or "GDPR".

We will post any modifications or changes to this Privacy & Cookies Policy on this page.

[Who We Are and How to Contact Us](#)

Who we are. zokaai, Inc. is the Controller (for the purposes of the GDPR) of your Personal Data (referred to as either "zokaai", "we", "us" or "our" in this Privacy & Cookies Policy).

How to contact us. If you have any questions about our practices or this Privacy & Cookies Policy, please contact us at info@zokaai.com.

[Your Rights Relating To Your Personal Data](#)

You have the right under this Privacy and Cookies Policy, and by law if you are within the EU, to:

[Request access to your Personal Data.](#) If you are within the EU, this enables you to receive a copy of the Personal Data we hold about you and to check that we are lawfully processing it.

[Request correction of the Personal Data that we hold about you.](#) This enables you to have any incomplete or inaccurate information we hold about you corrected.

[Request erasure of your Personal Data.](#) This enables you to ask us to delete or remove Personal Data where there is no good reason for us continuing to process it. You also have the right if you are within the EU to ask us to delete or remove your Personal Data where you have exercised your right to object to processing (see below).

[Object to processing of your Personal Data.](#) This right exists where we are relying on a legitimate interest as the legal basis for our processing and there is something about your particular situation, which makes you want to object to the processing of your Personal Data on this ground. You also have the right to object where we are processing your Personal Data for direct marketing purposes.

[Request the restriction of processing of your Personal Data.](#) This enables you to ask us to suspend the processing of Personal Data about you, for example if you want us to establish its accuracy or the reason for processing it.

[Request the transfer of your Personal Data.](#) If you are within the EU, we will provide to you, or a third party you have chosen, your Personal Data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

[Withdraw consent.](#) This right only exists where we are relying on consent to process your Personal Data ("Consent Withdrawal"). If you withdraw your consent, we may not be able to provide you with access to certain specific functionalities of our Site. We will advise you if this is the case at the time you withdraw your consent.

How to exercise your rights. If you want to exercise any of the rights described above, please contact us using the contact details in Who We Are and How to Contact Us.

Typically, you will not have to pay a fee to access your Personal Data (or to exercise any of the other rights). However, except in relation to Consent Withdrawal, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive, or, we may refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your Personal Data (or to exercise any of your other rights). This is a security measure to ensure that Personal Data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

Complaints

If you would like to submit a complaint regarding this Privacy Policy or our practices in relation to your Personal Data, please contact us at: info@zokaai.com.

We will reply to your complaint as soon as we can.

If you feel that your complaint has not been adequately resolved, please note that if you are in the EU the GDPR gives you the right to contact your local data protection supervisory authority, which for the UK, is the Information Commissioner's Office.

Marketing Communications Preferences

You can ask us to stop sending you marketing messages or modify your email preferences at any time through any of the following methods:

by following the opt-out links on any marketing message sent to you; or

by contacting us at any time using the contact details in Contact Us section.

Where you opt out of receiving these marketing messages, this will not apply to Personal Data provided to us as a result of emails relating to existing or pending hires, purchases or subscriptions using the Services or consent to direct marketing communications.

What Personal Data we collect

We use Personal Data we collect to provide the Services, personalise content, remember information to help you efficiently access your account, analyse how the Services are used, diagnose service or technical problems, maintain security, monitor aggregate metrics such as total number of visitors, traffic, and demographic patterns, and track user content and users as necessary to comply with the Digital Millennium Copyright Act and other applicable laws.

Information You Directly Provide to Us. There are many occasions when you provide information that may enable us to identify you personally ("Personal Data") while using the Services. The Personal Data we may collect from you is outlined in the table below.

Category of Personal Data collected

What this means

Identity Data: First name, surname, maiden name, last name, username or similar identifier, password, marital status, title, date of birth and gender, picture.

Contact Data: Your email address, home address, work address, billing address and telephone numbers.

Professional Background Data: Educational and professional history, interests and accomplishments, projects completed.

Online Presence Data: Links to your public account pages at social media websites, links to personal websites, your log-in credentials for Twitter or other third party sites and other online materials related to you.

Financial Data Your bank account and payment card details.

Transaction Data: Any details about payments to and from you and other details of subscriptions and services you have purchased from us. Data in respect of your transactions with third parties (including your credit history).

Content Data: Any content you post to the Services not already included in another category, including without limitation, your profiles, preferences, settings, questions, answers, messages, comments, and other contributions on the Services, and metadata about them (such as when you posted them) ("Content").

Marketing and Communications Data: Your preferences in receiving marketing from us and our third parties and your communication preferences. If you correspond with us by email or messaging through the Services, we may retain the content of such messages and our responses.

Behavioral Data: Inferred or assumed information relating to your behavior and interests, based on your online activity. This is most often collated and grouped into "segments".

Technical Data: Internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website or use our services.

Personal Data from Third Party Sources. In addition to the Personal Data that we collect directly from you (as described in the section immediately above this one), we may also collect certain of your Personal Data from third party sources, some of which may not be publicly available.

Examples of these sources are broken down in the table below.

Third party data source: Category(ies) or other types of Personal Data received.

Social media sites

Identity Data

Contact Data

Online Presence Data

Our affiliates

Identity Data
Contact Data
Marketing and Communications Data
Behavioral Data
Transaction Data
Financial Data
Content Data
Analytics providers
Behavioral Data
Technical Data
Advertisers
Behavioral Data
Technical Data
Data brokers
Identity Data
Contact Data
Behavioral Data
Technical Data
Online Presence Data

Aggregated Data. We may also collect, use and share “Aggregated Data” such as statistical or demographic data for any purpose. Aggregated Data may be derived from your Personal Data, but once in aggregated form it will not constitute Personal Data for the purposes of the GDPR or CCPA as this data does not directly or indirectly reveal your identity. However, if we combine or connect Aggregated Data with your Personal Data so that it can directly or indirectly identify you, we treat the combined data as Personal Data which will be used in accordance with this Privacy & Cookies Policy.

No Special Categories of Personal Data. We do not collect any “Special Categories of Personal Data” about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

How We Use Your Personal Data and Why?

We generally use Personal Data for the following: to deliver and improve our Services; to manage your account and provide you with customer support; to deliver messages to other users at your request, to perform research and analysis about your use of the Services; to develop, display, and track Content and advertising tailored to your interests on the Services and other sites, including, potentially, providing our advertisements to you when you visit other sites; website or mobile application analytics; to diagnose or fix technology problems; to automatically update the Services on your device; to verify your identity and prevent fraud or other unauthorised or illegal activity; to enforce or exercise any rights in our Terms of Use (including to enforce rules related to the content of any private messages); and to perform functions or services as otherwise described to you at the time of collection. A more detailed list

of the purposes for which we collect Personal Data is provided below. We will only use your Personal Data for these purposes unless we reasonably consider that we need to use it for another reason which is compatible with the original purpose. If we need to use your Personal Data for an unrelated purpose, we will update this Privacy Policy and we will explain the “legal basis” which allows us to do so.

In respect of each of the purposes for which we use your Personal Data, the GDPR requires us to ensure that we have a legal basis for that use if you are within the EU. The legal bases depend on the Services you use and how you use them. This means we collect and use your Personal Data only where:

We need it to provide you the Services, including to operate the Services, provide customer support and personalised features and to protect the safety and security of the Services;
It satisfies a legitimate interest (which is not overridden by your data protection interests), such as for research and development, to market and promote the Services and to protect our legal rights and interests; or

We need to process your data to comply with a legal or regulatory obligation.

We may also rely on your consent as a legal basis for using your Personal Data where we have expressly sought it for a specific purpose. If we do rely on your consent to a use of your Personal Data, you have the right to change your mind at any time (but this will not affect any processing that has already taken place). We have set out below, in a table format, more detailed examples of relevant purposes for which we may use your Personal Data.

Purpose

Why do we do this

Providing, updating, and maintaining our Services, Site and business

To deliver the Services you have requested, including, for example, registering you as a user, managing your account and profile, and authenticating you when you log in.

Processing payments

To process payment for any purchases, subscriptions or sales made on our Site, to protect against or identify fraudulent transactions, and otherwise as needed to manage our business.

Research and development

To enable us to improve the Services and better understand our users and the markets in which we operate. For example, we may conduct or facilitate research and use learnings about how people use our Services and feedback provided directly to us to troubleshoot and to identify trends, usage, activity patterns, areas for additional features and improvement of the Services and other insights. We also test and analyse certain new features with some users before introducing the feature to all users.

Communicating with users about the Services

To send communications via email and within the Services, including, for example, responding to your comments, questions and requests, providing customer support, and sending you technical notices, product updates, security alerts, and administrative, billing and account management related messages. We may also provide tailored communications based on your activity and interactions with us. These communications are part of the Services and in most cases you cannot opt out of them. If an opt out is available, you will find that option within the communication itself or in your account settings.

Providing customer support

To resolve technical issues you encounter, to respond to your requests for assistance, comments and questions, to analyse crash information, to repair and improve the Services and provide other customer support.

Enhancing security

To keep our website, our Services and associated systems operational and secure, including, for example, verifying accounts and activity, monitoring and investigating suspicious or fraudulent activity and to identify violations of our terms and policies.

Marketing, promoting and driving engagement with the Services and third-party products and services

To send promotional communications that may be of specific interest to you, including, for example, by email and by displaying products, events, promotions, SMS, notifications and other information on our Site or other companies' websites. These communications may be aimed at driving engagement and maximising what you get out of the Services or promoting third-party products and services. You generally can control whether you receive these communications as described in this policy under Marketing Communications Preferences.

To comply with applicable law, legal process and regulations and protect legitimate business interests

As we believe is reasonably necessary to comply with a law, regulation, order, subpoena, rule of a self-regulatory organisation or audit or to protect the safety of any person, to address fraud, security or technical issues, or to protect our legal rights, interests and the interests of others, such as, for example, in connection with the acquisition, merger or sale of securities or a business (e.g. due diligence).

What happens when you do not provide necessary Personal Data? Where we need to process your Personal Data either to comply with law, or to perform the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with the functionalities of the Services). In this case, we may have to stop you using our Services.

How We Use Cookies And Other Tracking Or Profiling Technologies

We may collect non-personally identifiable information regarding your usage of the Services, including the pages and articles and presentations you viewed, time spent using certain features

of the website, demographic data such as server locations, connection speed, and other information that does not identify you. Like most online services, we also use cookies, log files, clear GIFs, tracking pixels, web beacons, and other technologies that may collect Personal Data.

Cookies:

What are cookies? When you visit the Services, we may send one or more “cookies” – small data files – to your computer to uniquely identify your browser and let us help you log in faster and enhance your navigation through the Site. A cookie may convey anonymous information about how you browse the Services to us so we can provide you with a more personalised experience, but does not collect personal information about you. A persistent cookie remains on your computer after you close your browser so that it can be used by your browser on subsequent visits to the Service. Persistent cookies can be removed by following your web browser’s directions. A session cookie is temporary and disappears after you close your browser.

What cookies do we use? Our Site uses the following types of cookies for the purposes set out below:

Type of cookie Purpose

Essential Cookies

These cookies are essential to provide you with services available through our Site and to enable you to use some of its features. For example, they allow you to log in to secure areas of our Site and help the content of the pages you request to load quickly. Without these cookies, the Services that you have asked for cannot be provided, and we only use these cookies to provide you with those services.

Functionality Cookies

These cookies allow our Site to remember choices you make when you use our Site, such as remembering your login details and remembering the changes you make to other parts of our Site which you can customise. The purpose of these cookies is to provide you with a more personal experience and to avoid you having to re-enter your preferences every time you visit our Site.

Analytics and Performance Cookies

These cookies are used to collect information about traffic to our Site and how users use our Site. The information gathered via these cookies does not “directly” identify any individual visitor. However, it may render such visitors “indirectly identifiable”. This is because the information collected is typically linked to a pseudonymous identifier associated with the device you use to access our Site. The information collected is aggregated and anonymous. It may include the number of visitors to our Site, the websites that referred them to our Site, the pages they visited on our Site, what time of day they visited our Site, whether they have visited our Site before, and other similar information. We use this information to help operate our Site more efficiently, to gather broad demographic information and to monitor the level of activity on our Site. We may

use a number of different tools including Google Analytics, Segment, Amplitude, Intercom, and HotJar for this purpose.

Targeted and advertising cookies

These cookies track your browsing habits to enable us to show advertising which is more likely to be of interest to you. These cookies use information about your browsing history to group you with other users who have similar interests. Based on that information, and with our permission, third party advertisers can place cookies to enable them to show adverts which we think will be relevant to your interests while you are on third party websites. Third party advertisers may also use other technologies in addition to cookies placed on the Site (such as JavaScript, or web beacons) to measure the effectiveness of their advertisements and to personalise the advertising content.

Social Media Cookies

These cookies are used when you share information using a social media sharing button or “like” button on our Site or you link your account or engage with our content on or through a social networking website such as Facebook, Twitter or Google+. The social network will record that you have done this. These cookies may also include certain code that has been placed on the Site to help track conversions from ads, optimise ads based on collected data, build targeted audiences for future ads, and remarket to qualified users who have already taken certain action on the Site.

How can I disable cookies?

You can typically reset your web browser to refuse all cookies or to notify you when a cookie is being sent. In order to do this, follow the instructions provided by your browser (usually located within the “settings”, “help” “tools” or “edit” facility). Many browsers are set to accept cookies until you change your settings.

If you do not accept our cookies, you may experience some inconvenience in your use of our Services and some features of the Service may not function properly. For example, we may not be able to recognize your computer or mobile device and you may need to log in every time you visit our Services.

Further information about cookies, including how to see what cookies have been set on your computer or mobile device and how to manage and delete them, visit www.allaboutcookies.org and www.youronlinechoices.com.

Log Files: Log file information is automatically reported by your browser each time you access a web page. When you use the Services, our servers automatically record certain information your web browser sends whenever you visit any website. These server logs may include information such as your web request, Internet Protocol address, browser type, referring / exit pages and URLs, number of clicks, domain names, landing pages, pages viewed, and other such information.

Clear GIFs Information (Web Beacons): When you use the Services, we may employ clear GIFs (also known as web beacons or tracking pixels) from an ad network to anonymously track online usage patterns. Web beacons allow ad networks to provide anonymized, aggregated auditing, research and reporting for us and for advertisers. Web beacons also enable ad networks to serve targeted advertisements to you when you visit other websites. Because your web browser must request these advertisements and web beacons from the ad network's servers, these companies can view, edit, or set their own cookies, just as if you had requested a web page from their site. You may be able to opt-out of web beacon tracking by adjusting the settings on your browser. In addition, we may also use clear GIFs in HTML-based emails sent to our users to track which emails are opened by recipients. The information collected is used to enable more accurate reporting and make zokaai better for our users.

Third Party Services: We may use Google Analytics, Segment, and more tools to help understand use of the Services. These tools collect the information sent by your browser as part of a web page request, including cookies and your IP address. These tools also receive this information and their use of it is governed by their respective privacy policies. You can also prevent the use of these tools relating to your use of our Services by downloading and installing the browser plugin available via this link: <https://tools.google.com/dlpage/gaoptout?hl=en-GB>.

Use of Twitter User Data: If you choose to connect a Twitter profile to your account, we will access certain information obtained from Twitter regarding your account. In particular we may store your name and email address as well as information on the particular profile you connect, including your followers and profile picture. This data will only be used by us to provide you with the service you expect and will not be shared with any third parties.

Use of Facebook User Data: If you choose to connect a Facebook profile to your account, we will access certain information obtained from Facebook regarding your account. In particular we may store your name and email address as well as information on the particular profile you connect, including your profile picture. This data will only be used by us to provide you with the service you expect and will not be shared with any third parties.

CalOPPA Disclosures: We do not currently respond to web browsers' "do not track" signals that provide a method to opt out of the collection information about users' activities on the Services and on other websites. If we do so in the future, we will provide relevant information in this Privacy & Cookies Policy.

Who We Share Your Personal Data With

We may share your Personal with third parties in the ways that are described in the table below. We consider this information to be a vital part of our relationship with you.

Recipients

Why we share it

Our Affiliates

Our affiliates may access your Personal Data to help us develop, maintain and provide our Services and help manage our customer relationships (including providing customer support, customer liaison, fund advisory services, etc).

Service Providers

Our service providers provide us support for our Services, including, for example, website and application development, hosting, maintenance, backup, storage, virtual infrastructure, payment processing, analysis, banking services, and other services for us, which may require them to access or use Personal Data about you.

Professional Advisers

Our lawyers, accountants, bankers, auditors and insurers may need to review your personal data to provide consultancy, compliance, banking, legal, insurance, accounting and similar services.

Legal and Taxing Authorities, Regulators and Participants in Judicial Proceedings

We may disclose your Personal Data if we believe it is reasonably necessary to comply with a law, regulation, order, subpoena, rule of a self-regulatory organisation or audit or to protect the safety of any person, to address fraud, security or technical issues, or to protect our legal rights, interests and the interests of others, such as, for example, in connection with with the acquisition, merger or sale of securities or a business (e.g. due diligence).

Advertisers and other Businesses

Certain users of the Services may have access to your Personal Data for the purpose of enabling them to interact with you and more effectively offer and provide products and services to you through the Site (either alone or jointly with us) that may be targeted towards your background and preferences. We may also allow third parties, including ad servers or ad networks, to serve advertisements on the Site, and such third parties may be provided with access to your Personal Data to provide advertising tailored to your interests.

Researchers

To enhance the public understanding of patterns and trends in the markets served by our Services, we may provide Personal Data to third parties under confidentiality obligations such as, for example, academics or contractors for research purposes.

API Users

Certain third parties have API access to portions of the Site to enable businesses and startups to build affiliated services and products (either alone or jointly with us).

In addition, your Personal Data you choose to add to your profile as well as most Content you choose to post will be available for public viewing on the Service. If you want your information to remain private, don't make it available to other users on our Site.

As we develop our business, we may buy or sell businesses or assets. In the event of a corporate sale, merger, reorganisation, dissolution or similar event, we may also transfer your Personal Data as part of the transferred assets without your consent or notice to you.

We may also share non-Personal Data (such as anonymous usage data, referring/exit pages and URLs, platform types, number of clicks, etc.) with interested third parties to help them understand the usage patterns for certain Services or conduct independent research based on such anonymous usage data.

If you request that we remove your Personal Data as described in Your Rights Relating to Your Personal Data, we will convey that request to any third party with whom we have shared your data. We are not, however, responsible for revising or removing your Personal Data obtained by any third party who has previously been provided your information by us in accordance with this policy or any third party to whom you have provided such information (whether by sharing your login and password, or otherwise).

How long we store your personal data

We will retain your information for as long as your account is active or it is reasonably needed for the purposes set out in How We Use Your Personal Data and Why unless you request that we remove your Personal Data as described in Your Rights Relating to Your Personal Data. We will only retain your Personal Data for so long as we reasonably need to use it for these purposes unless a longer retention period is required by law (for example for regulatory purposes). This may include keeping your Personal Data after you have deactivated your account for the period of time needed for us to pursue legitimate business interests, conduct audits, comply with (and demonstrate compliance with) legal obligations, resolve disputes and enforce our agreements.

Where We Store Your Personal Data

The Services are maintained in Australia. Personal Data that you provide us may be stored, processed and accessed by us, our staff, sub-contractors and third parties with whom we share Personal Data in the Australia, United States of America or elsewhere inside or outside of the EU for the purposes described in this policy. We may also store Personal Data in locations outside our direct control (for instance, on servers or databases co-located with hosting providers). Although we welcome users from all over the world, by accessing the Services and providing us with your Personal Data, you consent to and authorise the export of Personal Data to Australia and its storage and use as specified in this Privacy & Cookies Policy. Note the laws of Australia might not be as comprehensive or protective as laws in the country where you live.

Because the Services are maintained in Australia, we do not transfer your Personal Data from the EU to any parties located outside the EU.

How We Protect Your Personal Data

We use industry-standard physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We limit access to your Personal Data to

those employees and other staff who have a business need to have such access. All such people are subject to a contractual duty of confidentiality. We cannot, however, ensure or warrant the security of any information you transmit to us or guarantee that your information on the Services may not be accessed, disclosed, altered, or destroyed by a breach of any of our physical, managerial, or technical safeguards.

We have put in place procedures to deal with any actual or suspected Personal Data breach. In the event that personal information is compromised as a result of such a breach of security, we will promptly notify those persons whose personal information has been compromised, in accordance with the notification procedures set forth in this Privacy & Cookies Policy, or as otherwise required by applicable law.

We cannot ensure that your Personal Data will be protected, controlled or otherwise managed pursuant to this Privacy & Cookies Policy if you share your login and password information with any third party, including any third party operating a website or providing other services.

Our Policy on Children's Privacy

Protecting the privacy of young children is especially important. The Services are not intended for children below 16 and we do not knowingly collect or solicit personal information from anyone under the age of 16 or knowingly allow such persons to register with the Services. If you are under the age of 16, please do not submit any personal information through the Site. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy & Cookies Policy by instructing their children never to provide personal information on this Site. If we become aware that we have collected personal information from a child under age 16, we will take steps to remove that information.

Links to Other Websites

This Privacy & Cookies Policy applies only to the Services. The Services may contain links to other websites not operated or controlled by zokaai. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Privacy & Cookies Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our Site, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

Changes to Our Privacy & Cookies Policy

We reserve the right, in our sole discretion, to change, modify, add, or remove portions of this Privacy & Cookies Policy at any time. Any changes or updates will be effective immediately upon posting to this page. You should review this Privacy & Cookies Policy regularly for changes. You can determine if changes have been made by checking the Effective Date below. Your continued use of our Site following the posting of any changes to this Privacy & Cookies Policy means you consent to such changes.

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