

Zoopy terms of use

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Introduction

These terms of use

This is version 2.4 of these terms of use. They were last amended on 30 July 2009.

We make our Service available on condition that you accept these terms of use as they are and without modifications. These terms of use are a binding contract between you and us so it is very important that you read them carefully and ensure that you understand and accept them.

If you access and/or use the Service, we will take that to mean you have read and understand these terms of use and agree to them. **If you do not agree with any provision contained in these terms of use, please do not use the Service or any of the services.**

We reserve the right, in our sole discretion, to, and you agree that we may, amend these terms of use at any time, in any way and from time to time. We will notify you if and when we amend these terms of use. These amendments shall come into effect immediately and automatically.

It is your responsibility to review these terms of use regularly and to ensure that you agree with any amendments to these terms of use. If you do not agree with any amendments to these terms of use, you may no longer make use of the website or the services.

Only we may amend these terms of use and when we do so, it will be in writing.

Chapter VII of the ECT Act grants rights to any natural person (in other words, living human beings) who enters or intends entering into what is known as an “electronic transaction” with us on the Service. None of these terms of use are intended to limit the rights the ECT Act grants you.

Any reference in these terms of use to a party shall, if such party is liquidated or sequestrated (the meaning of which includes any analogous proceedings in any other jurisdiction), be applicable also to and binding upon that party’s liquidator or trustee, as the case may be.

Legal age and capacity

You may not use the Service and may not accept these terms of use if you are a person barred from receiving the Service under the laws of the Republic of South Africa or other countries including the country in which you are resident or from which you use the Service.

In using the Service and/or the content you represent and warrant that you are of full legal age, or are emancipated or have your guardian's consent to enter into a contract being these terms of use.

Content accessible through the Service may not be appropriate for all users and while we take steps to monitor and remove objectionable content, it remains solely your responsibility not to consume inappropriate content or prevent under age users from accessing this content where it is within your control to do so.

Definitions

These terms of use may contain a number of terms and phrases which have a specific meaning in this document. In these terms of use, headings are for convenience and shall not be used in its interpretation;

Unless we indicate to the contrary in these terms of use, any references to any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa;

The following expressions shall bear the meanings assigned to them below and related expressions shall bear corresponding meanings –

- “access” when used in the context of the Service, means to visit, use, load in a web browser, mobile phone or similar software application or device or otherwise engage with the Service;
- “content” means all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Service;
- “the ECT Act” means the Electronic Communications and Transactions Act 25 of 2002;
- “intellectual property” means, collectively, the patents, copyrights (and moral rights), trademarks, designs, models, brands, names, trade names, graphics, icons, hyperlinks, know-how, trade secrets and any other type of intellectual property (whether registered or unregistered including applications for and rights

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to obtain or use same) which we own, license, use and/or hold (whether or not currently) on or in connection with this Service;

- “know-how” means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secrets and other processes and methods we use in connection with this Service, as well as, all available information regarding marketing and promotion of the products and services described in this Service, as well as all and any modifications or improvements to any of them;
- “post” means to upload (or submit for upload), publish, transmit, share or store;
- “RIC Act” means the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002;
- “Service” means Zoopy’s products, software, services and the website;
- “terms of use” means these terms and conditions of use, as amended from time to time;
- “trademarks” means those trademarks we own (or which we are designated as beneficial owner of) and any other trademarks, designs, logos, style names, tag lines and slogans which we own or have the right to use or any derivative service offerings of, and applications for, any of same;
- “website” means each and every website we own, host, operate or administer including, but not limited to, the websites located at <http://www.zoopy.com> and <http://m.zoopy.com>;
- “you” means users of and visitors to the Service as well as any other person seeking to interact with the Service;
- “Zoopy”, “us” and “we” means Zoopy (Proprietary) Limited, a company duly registered and incorporated in accordance with the laws of the Republic of South Africa and with registration number 2005/017777/07,

When any number of days is prescribed such number shall exclude the first day and include the last day unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa;

All annexures, addenda and amendments to these terms of use form an integral part of these terms of use and, therefore, our contract with you.

Service provision

We offer the Service to you on or through the website subject to these terms of use. The Service may also be subject to additional terms of service in which case we will notify you of this fact.

Zoopy constantly strives to improve your experience of the Service. In doing so, we may add new services and modify or even discontinue existing services without notice to you and in our sole discretion. You agree to this.

You are free to stop using the Service at any time without notifying us.

Registration with Zoopy

You are required to register for the Service if you wish to make use of certain of the services or access certain parts of the Service. Registration with Zoopy through the Service is achieved using a registration form available on the website. When you register with us, you will be asked to select a username and a password which you will use to secure your account.

In order to successfully complete the registration process, you are required to submit information about yourself and your preferences to Zoopy ("registration data"), the use of which information is governed by the privacy policy set out below.

You warrant that information you submit to the Service through the registration form and your user profile is accurate, current and complete. You will be denied access to the Service should you breach this warranty or subsequently be found to have breached this warranty.

We will take steps to verify your registration data once you have completed the requisite registration process. You agree to this verification process and irrevocably consent to Zoopy gaining access to relevant information held by third parties which may be required to reasonably complete the verification process.

Should you not agree to the verification process or withhold your consent as [contemplated above](#), your membership of the Service may be suspended or terminated. Similarly, if the verification process is not successful, you agree that your access to the Service may be blocked and you waive any claims you may have

against Zoopy, its officers, directors, employees, servants, agents and/or contractors arising out of Zoopy's denial of access to you to the Service.

Your acknowledge and agree that access to the services may be limited until such time as the verification process has been successfully completed.

You agree that the security of your account is solely your own responsibility. You further agree that –

- you are responsible for maintaining and promptly updating the registration data and any other information you provide to Zoopy, thereby keeping it accurate, current and complete;
- if you believe the security of your account has been compromised in any way, you will notify Zoopy immediately;
- if you believe that information or content posted to the Service infringes on any person's rights in any way, you will notify Zoopy immediately;
- you shall be held fully responsible for any misuse or compromise to your account for which Zoopy is not properly notified; and
- if any security violations are believed to have occurred in association with your account, Zoopy has the right to suspend access to your account pending an investigation and resolution.

Users' code of conduct

You may not use the Service or the content for or in conjunction with any illegal, unlawful or immoral purposes or as prohibited by these terms of use.

You may not frame this website or any of the pages on the Service in any way whatsoever without the prior written permission of Zoopy. Recognising the global nature of the Internet, you agree to comply with all local laws, rules and regulations regarding online conduct.

You agree to adhere to generally acceptable Internet and e-mail etiquette. In this regard, without being limited to the examples listed below, you agree not to:

- engage in any abuse of e-mail or spamming, including, without being limited to -
 - the posting or cross-posting of unsolicited articles with the same or substantially the same message to recipients that did not request to receive such messages, and

- inviting people who you may be connected to using services outside Zoopy to join Zoopy where those people may not wish to receive such invitations or similar communications (in other words, make sure your contacts on other services are receptive to receiving invitations to join Zoopy or other communications you send them from Zoopy);
- engage in any activity intended to entice, solicit or otherwise recruit users of the Service to join an organisation except where such activities are expressly authorised by Zoopy in writing and published to the Service;
- take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the services;
- use the service for commercial purposes except in accordance with a specific agreement with Zoopy permitting such commercial use of our Service;
- use the service to promote any multi-level marketing, network marketing, “work from home” businesses, investment schemes, pyramid schemes, or any similar business or venture;
- use the services to post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's personality rights;
- use the services to make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of financial scam such as "pyramid schemes" and "chain letters";
- use the services in a manner that may infringe the intellectual property rights (for example copyright or trade marks) or other proprietary rights of others, including (without being limited to) the transmission of pirated software;
- use the services in any manner which could damage, impair, overburden or disable the services or interfere with any other party's use or enjoyment of the services;
- use the services to post anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;

- gather e-mail addresses and/or names for commercial, political, charity or like purposes or use the services to collect or attempt to collect personal information about third parties without their knowledge or consent; and
- violate the privacy of any person or attempt to gain unauthorised access to the services or any other network, including (without being limited to) through hacking, password mining or any other means; and/or
- use the services to engage in any illegal or unlawful activity.

Should you engage in any one or more of the above practices, which shall be determined in Zoopy's sole discretion (and which decision shall be final), then Zoopy shall be entitled, without prejudice to any other rights it may have, to:

- without notice, suspend or terminate your access to the Service;
- bill you for any costs we incur, including (without being limited to) bandwidth, administration costs, downtime, usage of Zoopy's name or registered domain names and CPU cycles; and/or
- notwithstanding Zoopy's [privacy policy below](#), disclose any information relating to you, whether public or personal, to all persons affected by your actions.

Licenses

Zoopy's license to you

Zoopy grants you a personal, non-commercial, revocable, worldwide, royalty-free, non-transferrable and non-exclusive licence to access the Service. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the services which we provide you with, in the manner permitted by these terms of use. In the event we revoke this license, you may no longer access the services.

We provide you with an embeddable player feature, which you may incorporate into your websites to display users' content posted to the Service. The license we grant you to access the Service (above) applies to this embeddable player.

You may not (and you may not permit anyone else to) copy, modify, create an adaptation of, reverse engineer, decompile or otherwise attempt to extract the source code of the website or any part thereof, unless this is expressly permitted or required by law, or unless we have specifically told you that you may do so, in writing.

Unless we have given you specific written permission to do so, you may not transfer, through an assignment of rights, sub-licence or otherwise, your rights to use the Service or otherwise transfer any part of your rights to use the Service.

To the extent that any copying, reproduction, distribution, transmission, display, broadcasting or publishing of any content is expressly permitted (such permission to be interpreted in its most restrictive sense) you may do so, provided that all trademarks, trade names and all copyright, ownership, proprietary and confidentiality notices as are included on the original content are retained and displayed without alteration or modification and not in any manner obscured or removed.

You acknowledge that you do not acquire any ownership rights or rights of use in or to any content by copying, reproducing, distributing, transmitting, displaying, broadcasting or publishing that content where permitted to do so.

Caching of the website shall only be permitted if:

- the purpose of caching is to make the onward transmission of the content from the website more efficient;
- the cached content is not modified in any manner whatsoever;
- the cached content is updated at least every 12 (twelve) hours; and
- the cached content is removed or updated when so required by Zoopy.

Your license to Zoopy

Zoopy does not claim any ownership rights in the content that you post to the Service. You retain any rights that you may have in your content when you post your content to or otherwise access the Service, subject to the limited license you grant to Zoopy.

By posting any content on or through the services, you grant to Zoopy a non-exclusive, fully-paid, royalty free, non-transferrable and worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, distribute such content solely on or through the services including without limitation, distributing part or all of the services or content in any media formats and through any media channels and make use of the content in Zoopy's advertising campaigns, except for content you have marked "private" which will not be distributed outside the Website.

This limited license does not grant Zoopy the right to sell or otherwise distribute your content outside of the services. We will cease distribution of your content as soon as

reasonably practicable after you remove your content from the services. At that point, the license you grant Zoopy will terminate. If you change your content's publicity setting to "private" after we have distributed your content outside the Service, we will cease distribution of such "private" content outside the Service as soon as reasonably practicable after you make the change.

The license you grant to Zoopy means that -

- you are free to license your content to anyone else in addition to Zoopy,
- Zoopy is not required to pay you for the use of the content you post to the services,
- Zoopy is able to use its affiliates, sub-contractors and other partners such as Internet content delivery networks and wireless carriers to provide the services, and
- the license extends to anywhere in the world because of the global nature of the Internet and the fact that Zoopy's users can access the content from anywhere in the world.

Because you can only lawfully license content you have certain rights in, you represent and warrant that:

- you own the content you posted on or through the services or otherwise have the right to grant the license set forth in [this section](#), and
- posting your content on or through the services does not violate the privacy rights, publicity rights, copyright, contractual rights or any other rights of any person or entity.

You also agree to pay for all royalties, fees, and any other monies owing to any person or entity by reason of any content you post on or through the services.

Your license to other users

When you post content to Zoopy you will be asked to select a secondary copyright license, which is additional to [the license you grant to Zoopy](#). This license will govern how third parties, including other users, may use your content. You can designate this license to be a Creative Commons License (for more information about Creative Commons licenses, see <http://www.creativecommons.org>) or you can simply elect not to license your content and reserve all your rights. You agree that Zoopy may

make your content available to third parties, subject to such third parties abiding by the terms of this secondary license.

While Zoopy will advise third parties of the secondary license you select and request that the terms of such license be and are observed, you acknowledge that it is not Zoopy's responsibility to enforce this secondary license and Zoopy cannot guarantee that your secondary license will in fact be observed by any third parties.

Privacy policy

Zoopy shall take reasonable steps to protect your personal information. For the purposes of this clause “personal information” shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000.

Zoopy may electronically collect, store and use personal information with your consent (if you don't consent to this, please do not register on the website). This personal information includes, but is not limited to, the following:

- name and surname;
- contact details;
- personal preferences;
- non-personal browsing habits and click patterns;
- email address; and
- IP address.

Zoopy collects, stores and uses the personal information described in order to (but not limited to the following) –

- communicate requested information to you, for example through user alerts;
- communicate information to you regularly, for example through newsletters;
- compile and maintain the website and member database;
- register and/or authenticate users of and/or visitors to the website and/or services;
- identify and take reasonable measures to prevent fraudulent uses of or access to the website;

- compile non-personal statistical information about browsing habits, click patterns and access to the website;
- attract advertisers by showing anonymised information about the database, for example demographics;
- track database size and growth; and
- track compliance of registrants and third parties with these terms of use.

The personal information is collected either electronically (for example, through the use of cookies) or is provided voluntarily by users of and/or visitors to the website. You may determine cookie use independently through your web browser settings.

Personal information collected from you may be deleted from the website and member databases when your account on the website is terminated for any reason.

Zoopy may collect, maintain, save, compile, share, disclose and sell the information subject to the following:

- Zoopy shall not disclose personal information unless the person from whom the personal information is collected, consents thereto;
- Zoopy shall disclose the information without your consent only where Zoopy is compelled to do so by law; and
- Zoopy may compile, use and share any of the information that does not relate to a specific individual.

In the event that your personal information is inaccurately or incompletely reflected on the website, you agree that it is your responsibility to notify Zoopy of this fact and to supply Zoopy with the accurate or complete information to enable Zoopy to address your concerns.

Software and equipment

It is your responsibility to acquire and maintain, at your own expense, the computer hardware, software, communications infrastructure and access accounts required to access the Internet and the Service.

Liability

Disclaimers and limitation of liability

Your use of and reliance on the services is entirely at your own risk. The services are provided “as is”.

Although we take steps to verify information presented on the Service, we do not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information contained in, displayed on, linked to or distributed through the Service or the content. You acknowledge that any reliance upon any such opinion, advice, statement or information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in the Service.

Information, ideas and opinions expressed on or through the services should not be regarded as professional advice or our official opinion and you are strongly advised to seek professional advice before acting on such information.

To the fullest extent permissible by law, we disclaims all warranties of any kind, whether express or implied, including without limitation to the implied warranties that the Service or the content are fit for any purpose. We specifically do not warrant that:

- the functions contained in the Service or the content will meet your requirements or operate in every combination selected by you for use; will be uninterrupted, timely, secure or error free;
- any defects or errors will be corrected; or that the Service or the content or the server that makes them available is free of viruses or other harmful components;
- the Service or the content will provide specific results from use of the Service or the content or any content, search or link within them or that the results that may be obtained from the use of the Service will be accurate or reliable.

Whilst we takes reasonable precautions in our operation of the Service, neither Zoopy or its agents or representatives will assume any responsibility and neither Zoopy or its agents or representatives (in whose favour this constitutes a stipulatio alteri or stipulation for another) shall be liable for any damages to or for viruses that may infect your computer equipment or software or other property on account of your access to, use of or browsing of the Service or the content or your downloading of any content. Any content downloaded or otherwise obtained through the use of the Service or the content is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

We will use reasonable endeavours to make the Service available to you, and keep the Service available to you at all times. However, you agree that Zoopy shall not be

liable in respect of any loss or damage caused by or arising from the unavailability of, any interruption in or the use of the Service for any reason whatever.

You further agree that –

- under no circumstances whatsoever, including as a result of Zoopy's negligent acts or omissions or those of its servants, agents or contractors or other persons for whom in law Zoopy may be liable, shall Zoopy or its servants, agents or contractors or other persons for whom in law Zoopy may be liable (in whose favour this constitutes a stipulatio alteri or stipulation for another), be liable for any direct, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss, damage or damages of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable), including but not limited to any loss of profits, loss of revenue, loss of operation time, corruption or loss of information or data and/or loss of contracts sustained by you, your directors, servants, dealers or customers, resulting from your use of or inability to use the Service or the content.
- no claims or legal action arising out of, or related to, the use of the Service, the content or these terms of use may be brought by you more than 1 (one) year after the cause of action relating to such claim or legal action arose.

Indemnity

You hereby indemnify Zoopy and its officers, directors, employees, servants, agents or contractors or other persons for whom in law Zoopy may be liable (in whose favour this constitutes a stipulatio alteri or stipulation for another) from any loss, damage, damages, liability, claim or demand due to or arising out of your use of the Service or the content or your breach of these terms of use.

Zoopy is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Zoopy servers.

Rights infringement

If you are of the view that your rights have been infringed through the unlawful use of the Service by registrants or third parties, you may address a complaint to us which satisfies the following requirements and/or contains the following information:

- the full names and address of the complainant;

- the written or electronic signature of the complainant;
- identification of the right that has allegedly been infringed;
- identification of the material or activity that is claimed to be the subject of unlawful activity;
- the remedial action required to be taken by the service provider in respect of the complaint;
- telephonic and electronic contact details, if any, of the complainant;
- a statement that the complainant is acting in good faith;
- a statement by the complainant that the information in the take-down notification is to his or her knowledge true and correct.

Please address your notifications to:

- Jason Elk
- Email: copyright@zoopy.com
- Fax: 021 552 6385

Zoopy will investigate the complaint on receipt of a complete and properly formulated complaint notice and will take appropriate action where necessary. Such action may include, but is not limited to, removing the offending content from the website and/or suspension or termination of the offending registrant or third party.

Dealings with third parties

Links to and from the Service to other websites belonging to or operated by third parties (“linked websites”) do not constitute an endorsement by Zoopy of such linked websites or their contents nor do they constitute any association by Zoopy with their owners or operators. You are solely responsible for identifying and familiarising yourself with any terms of use which will govern your relationship with such third party.

Zoopy has no control over such linked websites and is not responsible or liable for any content, information, goods or services available on or through any such linked websites or for any damage, damages or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, information, goods or services available on or through any such linked websites. You agree that where you access linked websites, you do so entirely at your own risk.

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Your interaction, correspondence or business dealings with third parties which are referred to or linked from or to the Service is similarly entirely at your own risk and are solely between you and such third party including the acquisition, disposal, payment and delivery of any goods or services, and any terms, conditions, warranties or representations associated with such interaction, correspondence or business dealings.

Governing law and jurisdiction

This website is controlled and maintained from our facilities in the Western Cape province of the Republic of South Africa.

We both agree that these terms of use shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

You irrevocably and unconditionally consent to the jurisdiction of the Magistrates Court even though the value of your claim may exceed the ordinary monetary jurisdiction of the Magistrates Court.

You also irrevocably and unconditionally consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, sitting in Cape Town, Western Cape, South Africa.

Legal service of documents and notices

Zoopy chooses [the addresses below](#) for all communication purposes under these terms of use, whether in respect of court process, notices or other documents or communications of whatsoever nature.

We may monitor your communications

Subject to the provisions of the Regulation of Interception of Communications Act 70 of 2002 (“the RIC Act”), you agree to permit Zoopy to intercept, block, filter, read, delete, disclose and use all communications you send or post to or using the website and/or to Zoopy’s staff and/or employees.

You agree and acknowledge that [the consent you provide above](#) satisfies the “writing” requirement specified in the ECT Act and in the RIC Act.

Severability

Any provision in these terms of use which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability

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and shall be treated pro non scripto (as if it were not written) and severed from these terms of use, without invalidating the remaining provisions of these terms of use.

Termination

If you breach any of these terms of use, Zoopy may immediately, automatically and without notice to you, terminate your use of and access to Zoopy's website, and/or prohibit your future access to use of Zoopy's website, and/or take appropriate legal action against you (including without limitation, applying for urgent and/or interim relief or claiming damages), without incurring any liability to you of any nature whatsoever and howsoever arising, and all of Zoopy's rights in this regard are expressly reserved.

Disclosures required by the ECT Act

Access to the content, services and/or products available on or through the website are classified as "electronic transactions" in terms of the ECT Act and therefore you have the rights detailed in Chapter VII of the ECT Act and Zoopy has the duty to the disclose the following information:

| | |
|---|---|
| Full name and legal status of Zoopy: | Zoopy (Proprietary) Limited (registration number 2005/017777/08) |
| Street address: | Unit D76, Platinum Junction, School Street, Milnerton, 7441 |
| Postal address: | P O Box 55257, Sunset Beach, 7441 |
| Physical address for receipt of legal service: | Unit D76, Platinum Junction, School Street, Milnerton, 7441 |
| Main business: | Online media services |
| Website address: | http://www.zoopy.com and http://m.zoopy.com |
| Official email address: | info@zoopy.com |
| Membership of self-regulatory or accreditation bodies: | None |
| Codes of conduct to which Zoopy subscribes: | None |
| Governing terms of use: | These terms of use |
| Manual in terms of the Promotion of Access to Information Act 2 of 2000: | Not applicable |
| Management: | Directors are Jason Elk, Patricia Harriet Elk, Tihabeli Christopher Ralebitso and Gerardo Abreu Da Silva. |

Costs associated with the access to and use of the website:

It is free to join. Users may incur costs gaining access to the Service depending on their service provider/s.

Dispute resolution:

No special provisions.

Cooling off period:

Not applicable

Complaints process:

[See clause above](#)

General terms

You agree that:

- you are bound by these terms of use;
- this agreement shall be deemed to have been concluded in Johannesburg at the time you access the website for the first time;
- data messages addressed by you to Zoopy shall be deemed to have been –
 - received if and when responded to;
 - sent by you within the geographical boundaries of the Republic of South Africa;
- you shall be deemed to have been received data messages addressed to you by Zoopy as detailed in section 23(b) of the ECT Act;
- electronic signatures, encryption and/or authentication are not required for valid electronic communications between you and Zoopy;
- as well as warrant that data messages that you send to Zoopy from a computer, IP address or mobile device normally used by you, was sent and/or authorised by you personally.

These terms of use constitute the whole agreement between you and Zoopy relating to your access to and use of the Service.

No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of these terms of use which Zoopy may show, grant or allow you shall operate as an estoppel against Zoopy in respect of its rights under these terms of use nor shall it constitute a waiver by Zoopy of any of Zoopy's rights and Zoopy shall not thereby be prejudiced or stopped from exercising any of its rights against you which may have arisen in the past or which might arise in the future.

Nothing in this agreement shall create any relationship of agency, partnership or joint venture between you and Zoopy and you shall not hold itself out as the agent or partner of Zoopy or as being in a joint venture with Zoopy.