

Terms of Service

last updated Apr 22,

Agreement to Terms

By using our Services, you agree to be bound by these Terms. If you don't agree to be bound by these Terms, do not use the Services.

Privacy Policy

Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to our Privacy Policy.

Changes to Terms or Services

We may modify the Terms at any time, in our sole discretion. If we do so, we'll let you know either by posting the modified Terms on the Sites or through other communications. It's important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms on the Sites, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

Who May Use the Services

Eligibility

You may use the Services only if you are 13 years or older and are not barred from using the Services under applicable law. To make a purchase via the Services (described in the Section titled "Purchases" below), you must be 18 years or older and capable of forming a binding contract.

Registration and Your Information

If you want to use certain features of the Services you'll have to create an account ("Account"). You can do this via the App or the Sites or through your account with certain third-party social networking services such as Facebook (each, an "SNS Account"). If you choose the SNS Account option we'll create your Account by extracting from your SNS Account certain personal information such as your name and email address and other personal information that your privacy settings on the SNS Account permit us to access.

It's important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you don't, we might have to suspend or terminate your Account. You agree that you won't disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them.

Using the Services

Via the Services, users can select from a variety of options to create customized relaxation and self-improvement sessions. You can also use the paid functionality of the Services to utilize the enhanced functionality of the Services or purchase items that are offered for sale through the Services (the "Products"), as described in further detail under the Section titled "Purchases" below.

Content and Content Rights

For purposes of these Terms, (i) "Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) "User Content" means any Content that users (including you) provide to be made available through the Services. Content includes without limitation User Content.

Content Ownership

ZING Apps does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, ZING Apps and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

Rights in User Content Granted by You

By making any User Content available through Services you hereby grant to ZING Apps a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, publicly display, publicly perform and distribute your User Content in connection with operating and providing the Services and Content to you and to other users.

Rights in Content Granted by ZING Apps

Subject to your compliance with these Terms, ZING Apps grants you a limited, non-exclusive, non-transferable, non-sublicenseable license to download, view, copy and display the Content solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes.

Rights and Terms for ZING Apps

Rights in App Granted by ZING Apps

Subject to your compliance with these Terms, ZING Apps grants you a limited non-exclusive, non-transferable, non-sublicenseable license to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. ZING Apps reserves all rights in and to the App not expressly granted to you under these Terms. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means.

Additional Terms for App Store Apps

If you accessed or downloaded the App from the Apple Store, then you agree to use the App only: (i) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service.

If you accessed or downloaded the App from an App Provider, then you acknowledge and agree that:

- These Terms are concluded between you and Rcoket Apps, and not with App Provider, and that, as between Rcoket Apps and the App Provider, Rcoket Apps, is solely responsible for the App.
- App Provider has no obligation to furnish any maintenance and support services with respect to the App.

- In the event of any failure of the App to conform to any applicable warranty, you may notify App Provider and App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of an App to conform to any warranty will be the sole responsibility of Rrocket Apps.
- App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Rrocket Apps will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- App Provider and its subsidiaries are third-party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third party beneficiary thereof.
- You must also comply with all applicable third-party terms of service when using the App.
- You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Prohibitions

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

- Use, display, mirror or frame the Services, or any individual element within the Services, ZING Apps's name, any ZING Apps trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without ZING Apps's express written consent;
- Access, tamper with, or use non-public areas of the Services, ZING Apps's computer systems, or the technical delivery systems of ZING Apps's providers;
- Attempt to probe, scan, or test the vulnerability of any ZING Apps system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by ZING Apps or any of ZING Apps's providers or any other third party (including another user) to protect the Services;
- Attempt to access or search the Services or download Collective Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by ZING Apps or other generally available third party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a ZING Apps trademark, logo URL or product name without ZING Apps's express written consent;
- Use the Services for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Links to Third Party Websites or Resources

The Services and App may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

DMCA/Copyright Policy

We respect copyright law and expect you to do the same. It's our policy to terminate those accounts that repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. If you believe that an ZING Apps product infringes your copyright, please contact ZING Apps's copyright agent at zingapp.s@outlook.com

Termination

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by sending an email to us at zingapp.s@outlook.com If you purchase Subscription via an App Provider, you should also cancel your Subscription with the App Provider directly. Upon any termination, discontinuation or cancellation of Services or your Account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

We encourage visitors to frequently check this page for any changes to the Terms. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about this Privacy Policy, any of the ZINGLAB Services, or bug with any of the ZINGLAB App, please contact us via email at zingapp.s@outlook.com