

## ZENO+ TERMS AND CONDITIONS

**1. Introduction & Definitions.** These Terms and Conditions are entered into between you and Zeno governing your use and purchase of the Services, and your use of the Website and the App.

**“App”** means Zeno Plus, Zeno+.

**“Services”** means any services made available via the Website or the App, whether such services are provided by third parties or Zeno, which services are more fully referenced in the Service Schedules below.

**“Services Schedule”** means a schedule to these Terms and Conditions which contains terms and conditions specific to your use or purchase of a particular Service.

**“Third Party Providers”** means those third parties that provide the respective Services.

**“Website”** means any website owned or operated by Zeno, including [www.zenomedia.com](http://www.zenomedia.com) and [www.zenoplus.co](http://www.zenoplus.co), as applicable.

**“Zeno”, “company”, “our” and “us”** means Zeno Services, LLC.

**ARBITRATION CLAUSE AND CLASS ACTION WAIVER:** A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER AFFECTS YOUR RIGHTS TO RESOLVE A DISPUTE WITH ZENO. PLEASE READ PARAGRAPH 10 CAREFULLY.

### 2. Acceptance of The Terms.

a. In order to download and/or use the Website, the App or the Services you must first accept these Terms and Conditions. These Terms and Conditions are accepted by you (a) when you click to accept or agree to these Terms and Conditions; or (b) when you download and/or use the Website, the App or the Services. We advise you to print a copy of these Terms and Conditions for your records.

b. You cannot accept these Terms and Conditions if: (a) you are not lawfully entitled to use the Websites, the App or the Services in the country in which you are located or reside or (b) if you are not of legal age to form a binding agreement with Zeno.

c. Some Services may be provided to you by a third party. If so, that third party may ask you to accept its own terms of service (“local terms”). If there is any inconsistency between those third party terms and these Terms and Conditions, then the third party terms shall govern to the extent of that inconsistency.

d. The following terms also form part of these Terms and Conditions: (i) any license you are required to agree to in order to download, install and use the App; (ii) any other terms and conditions for a particular Service that are posted on the Website or in the App, including any price or charge for any Service; and (iii) any disclosures, limitations or other information provided with, or printed on, any materials associated with the Services.

3. **Changes to these Terms and Conditions.** Company may amend these Terms and Conditions from time to time. Changes will be posted on the Website and/or the App. The changes will be effective when published. User should periodically check the Website for any changes to the Terms and Conditions which will be posted with the new effective date. You understand and agree that your express acceptance of the any new terms or your use of the Website, App and Services after the date of publication shall constitute your agreement to the updated terms.

4. **Customer Service.** Contact information, including customer service contact information is available customerservice@zeno.plus.

5. **User Responsibilities and Privacy Policy.** The Services are only available to individuals who can form legally binding contracts under applicable law. To legally purchase the Services, in compliance with these Terms and Conditions, you must provide Zeno with your legal first and last name, billing address, city, state, country, postal code, mobile phone number and e-mail address. Should you knowingly falsify any of the required information, your account shall be terminated immediately with or without prior notice. You should make every reasonable effort to safeguard your user name and password from unauthorized use. Zeno is not responsible for any unauthorized use of your account. Zeno has the right to terminate your account at any time if it has any reason to believe that you have misused your account.

Zeno's Privacy Policy is provided at <http://www.zenoplus.co>. You may go to <http://www.zenoplus.co/optout> for information on how to opt-in or opt-out of use of their information.

6. **Prohibited Conduct.** You agree not to use the Services for illegal purposes. You agrees to comply with all applicable laws and regulations of any applicable governmental entity, as well as the policies and procedures of the underlying telecommunications carriers or other third parties which provide the Services. Credit card fraud is a criminal offense. Zeno uses automated and manual systems to confirm proper credit card authorization. Zeno also tracks every transaction. Information related to fraudulent transactions, including but not limited to IP addresses, detailed call records, transaction data and email addresses is collected and will be provided to appropriate law enforcement officials consistent with applicable law when required to assist in the prosecution of any persons attempting to commit fraud on the website.

7. **Indemnification.** You agree to release, indemnify, defend and hold harmless Zeno, its subsidiaries, affiliates, officers, directors, employees, agents and advisors, from and against any and all losses, liabilities, claims (including claims without legal merit or brought in bad faith), demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable attorneys' fees and costs (whether brought by third parties or otherwise) (collectively, "Claims") due to or arising out of your purchase of Services.

8. **Representations and Warranties.** THE WEBSITE, APP AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN PARTICULAR, BUT WITHOUT LIMITATION, ZENO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ZENO DOES NOT

WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE, THE APP OR THE SERVICES, IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE. YOU UNDERSTAND AND AGREE THAT YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF WEBSITE, APP AND THE SERVICES.

**9. Limited Liability.** ZENO AND ITS AFFILIATES, AND THE THIRD PARTY PROVIDERS AND THEIR RESPECTIVE AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS THESE TERMS AND CONDITIONS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND WHETHER OR NOT THEY HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST YOU. YOU FURTHER AGREE IF YOU BECOME ENTITLED TO ANY RECOVERY, THAT YOUR RECOVERY SHALL BE LIMITED TO THE AMOUNT OF FEES OR PAYMENTS MADE TO ZENO OR ANY THIRD PARTY PROVIDER FOR THE SERVICE AT ISSUE.

ZENO WILL NOT BE LIABLE FOR ANY FAILURE OF PERFORMANCE DUE TO CAUSES BEYOND ITS CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, FIRES, FLOODS OR OTHER CATASTROPHES, NATIONAL EMERGENCIES, INSURRECTIONS, RIOTS OR WARS, PANDEMICS, STRIKES, LOCKOUTS, WORK STOPPAGES OR OTHER LABOR DIFFICULTIES, PREEMPTION OF EXISTING SERVICES IN COMPLIANCE WITH ANY LAW, ORDER, REGULATION OR OTHER ACTION OF ANY GOVERNING AUTHORITY OR AGENCY THEREOF.

ZENO WILL NOT BE LIABLE FOR ANY ACT OR OMISSION OF ANY COMPANY FURNISHING A PORTION OF A SERVICE OR OF ANY THIRD PARTY, INCLUDING THE THIRD PARTY PROVIDERS, OR FOR DAMAGES ASSOCIATED WITH SERVICE, CHANNELS, OR EQUIPMENT THAT IT DOES NOT FURNISH, OR FOR DAMAGES THAT RESULT FROM THE OPERATION OF CUSTOMER-PROVIDED SYSTEMS, EQUIPMENT, FACILITIES OR SERVICES THAT ARE INTERCONNECTED WITH ZENO'S SERVICES.

**10. Dispute Resolution/Applicable Law.** No dispute or claim may be brought as a class action or as a private attorney general, and you will not have the right to act as a class representative or participate as a member of a class of claimants with respect to any dispute or claim. No waiver of these Terms and Conditions is valid.

These Terms and Conditions are binding upon you and Zeno and upon, respectively, yours's and Zeno's agents and heirs. If any part or provision of these Terms and Conditions is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, then that part or provision will be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts or provisions of these Terms and Conditions, which will still be given full force and effect.

If you have a dispute concerning the Services, you should first contact Zeno customer service at customerservice@zeno.plus. If you are unable to resolve the dispute with customer service, you agree that the **exclusive forum for resolution shall be through arbitration.** Arbitration is final and binding. You agree that all disputes arising out of or related to these Terms and Conditions (regardless as to whether the dispute is

based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory) will be submitted to the American Arbitration Association (“AAA”), for final and binding arbitration. For consumers, the arbitration will be conducted under the AAA Arbitration Rules for the Resolution of Consumer-Related Disputes Commercial Arbitration Rules (“AAA Rules”), as such rules are in effect on the date of commencement of the arbitration and as such rules are modified by these Terms and Conditions.

The arbitration will be based only on the written submissions of the parties and documents submitted to the arbitrator, unless the parties agree or the arbitrator orders otherwise. Additional charges may apply for such procedures. The award may be confirmed and enforced in any court of competent jurisdiction. Currently, the AAA Rules provide for reduced filing fees for consumers. Unless otherwise provided for in the AAA Rules or in the arbitration award, all other administrative fees and expenses of arbitration, including the fees and expenses of the arbitrator, will be divided equally between you and Zeno. Each party will bear the cost of preparing and presenting its own case. Any in-person arbitration proceedings will be held in New York, New York. Each dispute will be arbitrated on an individual basis and will not be consolidated in any action with the disputes or claims of other consumers or customers. No dispute or claim may be brought as a class action or as a private attorney general, and you will not have the right to act as a class representative or participate as a member of a class of claimants with respect to any dispute or claim related to the Services. Any dispute or claim arising out of or relating to these Terms and Conditions must be brought within one (1) year after the date on which the basis for the dispute or claim first arises, regardless of applicable statutes or laws to the contrary.

11. **Governing Law.** These Terms and Conditions are governed by and construed under the laws of the State of New York without regard to choice of law principles.

SERVICE SCHEDULE  
ZENO PINLESS

1. **Pinless Service.** Zeno pinless is Zeno's pinless, voice communications service which enables consumers to make U.S. domestic and international calls.
  
2. **Opening a Zeno Pinless Account.** To purchase and use Zeno Pinless you must create and fund a Zeno Pinless Account ("Pinless Account"). A Pinless Account can also be created with an existing balance. A Pinless Account means a 10 digit unique account number corresponding to your mobile (each an "ANI"), which must be funded by you to purchase and use Zeno Pinless. You can open a Pinless Account on the Website, through the App. All requests to open or fund a Pinless Account are subject to acceptance by Zeno. If you successfully open a Pinless Account, we will send you a confirmation message with your security code ("Security Code") and other important instructions. The confirmation message will be sent either by SMS to the phone number you registered with or delivered by our automated IVR which will automatically dial that phone number. You must at all times keep your Security Code confidential and secure, and you must tell us immediately if your security code is disclosed to any unauthorized person. We may disclose any information in connection with your Pinless Account to anyone who correctly quotes your Security Code, web password or security question.
  
3. **Charges.**
  - a. The charges for any specific call placed with Zeno Pinless, including calls to Directory Assistance and toll free numbers, consist of a per minute rate to the destination called plus any applicable taxes and charges. - The website, [www.zenoplus.co](http://www.zenoplus.co) contains the per minute rates and other charges for using Zeno Pinless.
  
  - b. All charges are shown and billed in U.S. dollars. You may contact Zeno's Customer Service Representatives at [www.zenoplus.co](http://www.zenoplus.co) if you have any questions about Zeno Pinless. You agree that by continuing to use Zeno Pinless following a change in the rates or charges, you accept such adjustments. Zeno may change the per minute rates and other charges (or add additional charges) associated with Zeno Pinless at any time without prior notice, and such changes will be effective from the time they are posted to the Website. Advertised minutes and rates are based on a single, non-payphone call from the U.S. using non toll-free access.
  
4. **Cell Phone Use.** When dialing an access number for Zeno Pinless from a cell phone, DO NOT PRESS "SEND" again after entering your destination number as this might result in additional charges from your wireless provider. Rather, you should wait for Zeno Pinless to commence automatically after dialing the destination number. When using Zeno Pinless with the App make sure that you are in the App before commencing your call or you may be charged by your mobile carrier. Zeno is not responsible for any costs incurred by you if you incorrectly use Zeno Pinless, including without limitation cell phone provider charges.

5. **Refunds.** You have no right to a refund for amounts added to your Pinless Account or for any unused balance. Amounts added to your Pinless Account and any unused balance have no cash value.

6. **Credits for Interruptions.** If an interruption or failure of Zeno Pinless is caused solely by us and not by you or by a third party or by other causes beyond our reasonable control, you may be entitled to a credit to be applied to your Zeno Pinless Account balance. To request a credit, you must contact Customer Service by phone, in writing or email to [customerservice@zenoplus.co](mailto:customerservice@zenoplus.co). Zeno reserves the right to refuse a credit request if it reasonably believes (a) that you are trying to unfairly exploit this credit policy, (b) you have breached these Terms and Conditions or (iii) that you are using Zeno Pinless fraudulently or that your Pinless Account is being used fraudulently by a third party. Credits will not be provided in cash.

7. **Roaming Charges.** You may also have to pay additional roaming charges to your mobile carrier if you connect to Zeno Pinless while you are in a location where your mobile carrier does not have its own facilities (and your call roams on a third party's facilities) and/or a country that is not the country associated with your mobile carrier account. Roaming charges are charged in addition to any Zeno charges you may incur when connecting to or using Zeno Pinless from another country.

8. **Accounting Errors.** If you believe that Zeno has charged you in error, you must submit a written request for a refund by contacting Customer Service by mail or email to [customerservice@zenoplus.co](mailto:customerservice@zenoplus.co) within 90 days after the date the error first appears in your Pinless Account or within 120 days after the error occurred, whichever is the earlier. No refunds will be given for any charges beyond these time limits.

9. **Promotional Offers.** From time to time, Zeno may offer Zeno Pinless for free for a trial period or offer other promotions related to Zeno Pinless. Zeno reserves the right to restrict these promotional offers to certain users, or place other restrictions or conditions on such offers. Zeno also reserves the right to stop any promotional offer or to prohibit a user from continuing to use Zeno Pinless if Zeno determines that a user is abusing the terms of the offers. Zeno reserves the right to expire and remove any promotional balance from Pinless Accounts with no usage for one year or more.

10. **No Emergency Calls.** Zeno Pinless does not and is not intended to support or carry emergency calls to any type of hospital, law enforcement agency, medical care unit or any type of emergency services of any kind and Zeno is not liable in any manner for such calls.

11. **No SMS, MMS or FAX Messages.** Zeno Pinless does not include the ability to send messages via SMS, MMS or FAX.

12. **Termination of Right of Use.** Your right of use in your Pinless Account and to use Zeno Pinless will terminate one year from your last usage or recharge, except as provided by applicable law.

SERVICE SCHEDULE  
INTERNATIONAL AIRTIME TOP UP (“International Top-up”)

1. **General.** U.S. consumers can recharge the airtime of a mobile phone of certain international mobile carriers in certain international countries. Available mobile carriers vary by country.
2. **Payment.** You can purchase International Top-up products through the App. Acceptable forms of payment on the Website and App are credit card and debit card. We do not waive our right to collect the full amount due if your form of payment is cancelled, disabled, discontinued or otherwise dishonored after your purchase of an International Top-up product. All payments must be made in U.S. dollars.
3. **Fees.** The fees charged for International Top-up products vary by mobile carrier, country and recharge denomination. All fees are shown and billed in U.S. dollars, as set forth on our Website, and may be deducted from the face value amount prior to recharge. Zeno and/or the applicable mobile carrier may change fees (or add additional fees) associated with International Top-up products at any time without prior notice, and such changes will be effective from the time they are posted to the Website. You agree that by purchasing an International Top-up product following a change in the fees, you accept such changes.
4. **Redemption.** Purchases of International Top-up products from the Website and the App can be redeemed (i.e. credited to the beneficiary’s mobile phone account) in real time. A consumer can purchase International Top-up products from an authorized retailer and receive a PIN that can be redeemed at a later date (but not more than two years after purchase). Neither Zeno nor the applicable mobile carrier is responsible for the loss, theft or unauthorized use of the PIN. International Top-up purchases can only be redeemed to recharge the airtime of a mobile phone of one of the available mobile providers in certain international countries. The amount of airtime value added to the beneficiary’s mobile phone account varies based on the service agreement between the beneficiary and the applicable mobile carrier. The recharge amount may be converted into the local currency of the applicable country prior to transfer to the beneficiary. Each mobile carrier determines its currency conversion policies and exchange rates.
5. **Refunds.** All International Top-up transactions are final and may not be exchanged, returned, refunded, transferred or reimbursed, except as required by law. Zeno is not responsible for any error due to incorrect information supplied by the purchaser to process the International Top-up transaction. No refund or credit will be given if the PIN is lost, stolen, destroyed or used without permission. The recharge amount and the PINs have no cash value and neither the purchaser nor the beneficiary shall be entitled to redeem any portion for cash.
6. **Specific International Top-up Terms.** International Top-up is a service that Zeno merely distributes and processes through a third party platform. Each international mobile carrier sets the specific terms and conditions regarding the purchase of its International Top-up products, including fees, expiration and currency

conversion terms. You should check the applicable carrier's website for details. You agree that by purchasing an International Top-up product following a change in the specific carrier terms, you accept such changes.

7. **Third Party Telecommunications.** The cellular telecommunication services underlying International Top-up products are provided by third party operators not affiliated with International Top-up (i.e., the international mobile carriers). The terms of use, charges, fees, taxes, credits and expiration policies for such cellular telecommunication services are established and provided by the third party operators in each country and are subject to change as determined by each applicable third party operator. Zeno shall not be liable for the acts or omissions of such third party operators.

8 **Access Limitations.** Access to International Top-up may be limited, delayed or unavailable during periods of peak demand, market volatility, system upgrades or maintenance, communication system problems, or circumstances beyond our reasonable control. In addition, International Top-up transactions may be delayed or unavailable based on certain transaction conditions, including applicable mobile carrier, currency availability and regulatory issues. Purchasers and users of International Top-up acknowledge and agree that in no event shall Zeno or its officers, directors, agents, employees and representatives be liable for any claims arising from or related to the International Top-up products caused by or arising out of any the aforementioned circumstances. Zeno may, at any time and in our sole discretion, refuse any International Top-up transaction for any reason without notice. We reserve the right at any time to modify or discontinue offering International Top-up with or without notice.



SERVICE SCHEDULE  
DOMESTIC MOBILE TOP UP (“TOP-UP”)

1. **General.** U.S. consumers can recharge the airtime of a mobile phone of certain U.S. mobile carriers.
2. **Payment.** You can purchase Top-up products on the Website and through the App. Acceptable forms of payment on the Website and App are credit card and debit card. We do not waive our right to collect the full amount due if your form of payment is cancelled, disabled, discontinued or otherwise dishonored after your purchase of a Top-up product. All payments must be made in U.S. dollars.
3. **Fees.** The fees charged for Top-up products may vary by international . mobile carrier and recharge denomination. Please check with your carrier for details. All fees are shown and billed in U.S. dollars as set forth on the Website, and fees may be deducted from the face value amount prior to recharge. Zeno and/or the applicable mobile carrier may change fees (or add additional fees) associated with Top-up product at any time without prior notice, and such changes will be effective from the time they are posted to the Website. You agree that by purchasing a Top-up product following a change in the fees, you accept such changes.
4. **Redemption.** Purchases of Top-up products from the Website and the App can be redeemed (i.e., credited to the beneficiary’s mobile phone account) in real time. A consumer can purchase a Top-up product from an authorized retailer and receive a PIN that can be redeemed at a later date (but not more than two years after purchase). Neither Zeno nor the applicable mobile carrier is responsible for the loss, theft or unauthorized use of the PIN. Top-up purchases can only be redeemed to recharge the airtime of a mobile phone of one of the available mobile providers in the U.S. The amount of airtime value added to the beneficiary’s mobile phone account varies based on the service agreement between the beneficiary and the applicable mobile carrier.
5. **Refunds.** All Top-up transactions are final and may not be exchanged, returned, refunded, transferred or reimbursed, except as required by law. No refund or credit will be given if the PIN is lost, stolen, destroyed or used without permission. The recharge amount and the PINs have no cash value and neither the purchaser nor the beneficiary shall be entitled to redeem any portion for cash.
6. **Specific Top-up Terms.** Top-up is a service that Zeno merely distributes and processes through third party platforms. Each U.S. mobile carrier sets the specific terms and conditions regarding the purchase of its Top-up products including fees and expiration terms. Those specific terms can be found on the Website and are subject to change at any time at the discretion of the mobile carriers. You agree that by purchasing a Top-up product following a change in the specific carrier terms, you accept such changes.
7. **Third Party Telecommunications.** The cellular telecommunication services underlying Top-up products are provided by third party operators not affiliated with Zeno (i.e., the U.S. mobile carriers). The terms of use, charges, fees, taxes, credits and expiration policies for such telecommunication services are established

and provided by the third party operators in the U.S. and are subject to change as determined by each applicable third party operator. Zeno shall not be liable for the acts or omissions of the third party operators.

8. **Access Limitations.** Access to Top-up maybe limited, delayed or unavailable during periods of peak demand, market volatility, system upgrades or maintenance, communication system problems, or circumstances beyond our reasonable control. In addition, Top-up transactions maybe delayed or unavailable based on certain transaction conditions, including applicable mobile carrier, currency availability and regulatory issues. Purchasers and users of Top-up acknowledge and agree that in no event shall Zeno or its officers, directors, agents, employees and representatives be liable for any claims arising from or related to the Top-up products caused by or arising out of any the aforementioned circumstances. Zeno may, at any time and in our sole discretion, refuse any Top-up transaction for any reason without notice. We reserve the right at any time to modify or discontinue offering Top-up with or without notice.