



ZGPT.AI Website Terms of Use

THIS TERMS OF USE AGREEMENT ("Agreement") governs your use and access to the website ZGPT.AI ("Website"), operated by ZGPT.AI OPERATIONS, LLC ("ZGPT"). By using or accessing this Website, you agree to be bound by the terms and conditions set forth in this Agreement. Please read this Agreement carefully before using or accessing the Website. If you do not agree to all of the terms and conditions in this Agreement, do not use or access the Website.

1. Jurisdiction

Welcome to ZGPT. This Agreement is effective as of Tuesday, January 23, 2024 and the jurisdiction for this Agreement is in Orange County, Florida. ZGPT is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of ZGPT constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

2. Website Purpose and Functions

The purpose of this Website is to provide information about ZGPT business, products, and services and the information on this Website is not financial advice, legal advice or tax advice.

This Website provides the following functions:

- List and display all the different AI models offered by ZGPT.
- List and display all the different enterprise AI services offered by ZGPT.
- Blog posts related to GPT and AI technology.
- Contact form to communicate with ZGPT.
- Login option for registered users.
- Account creation for non-registered users.
- Links to our social media pages.
- External links to a third-party chatbot application that answers questions about ZGPT services.
- Newsletter opt-in service for updates and promotions from ZGPT.
- Newsletter unsubscribe service for those who do not wish to receive updates and promotions from ZGPT.
- Displaying legal terms and privacy policies.

Please note that these terms of use are specific to the use of the Website and separate

terms of service apply for our software as a service known as "Vortex".

3. License to Use

ZGPT grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Website for informational purposes only. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

4. Prohibited Use

You agree not to use the Website for any illegal, improper, or unauthorized purposes. This includes, but is not limited to, the following:

- Violating any local, state, federal, or international laws or regulations.
- Uploading or transmitting any material that is defamatory, obscene, offensive, or harmful.
- Using the Website for commercial purposes without the express consent of ZGPT.
- Interfering with or disrupting the Website or its networks.
- Harassing or intimidating others.
- Impersonating others or falsely representing yourself.
- Attempting to gain unauthorized access to the Website or its systems.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website. ZGPT content is not for resale. Your use of the Website does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of ZGPT and the copyright owner.

5. Intellectual Property

The Website and its contents, including but not limited to text, graphics, images, logos, and software, are the intellectual property of ZGPT or its licensors. All rights are reserved. You are not granted any right or license to use any of the trademarks, service marks, logos, or trade names found on the Website without the express written consent of ZGPT or the trademark owner.

6. Links to Third-Party Websites

The Website may contain links to third-party websites for your convenience. ZGPT does not endorse or have control over these websites and is not responsible for their content or any products or services offered on these websites. Your use of these third-party websites is at your own risk.

7. Disclaimer of Warranties

The Website and its contents are provided on an "as is" basis. ZGPT makes no warranty, either express or implied, regarding the Website and its contents. This includes, but is not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. ZGPT does not warrant the accuracy, completeness, or reliability of the information on the Website.

8. Limitation of Liability

In no event shall ZGPT or its affiliates, directors, officers, employees, agents, or licensors be liable for any indirect, special, incidental, consequential, or punitive damages arising out of or relating to your use of the Website, even if ZGPT has been advised of the possibility of such damages. The cumulative liability of ZGPT to you for any and all claims arising out of or relating to the Website shall not exceed one hundred dollars (\$100).

9. Indemnification

You agree to indemnify, defend, and hold harmless ZGPT and its affiliates, directors, officers, employees, agents, or licensors from any losses, damages, liabilities, and expenses, including reasonable attorneys fees and costs, related to your use of the Website or any violation of this Agreement by you.

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act. Any arbitration under these Terms will take place on an individual basis class arbitrations and class/representative/collective actions are not permitted.

10. Modifications to Agreement

ZGPT reserves the right to make changes to this Agreement at any time. Any modifications will be effective immediately upon posting on the Website. Your continued use of the Website following any modifications constitutes your acceptance of the modified terms.

11. Digital Millennium Copyright Act (DMCA) Notice

ZGPT respects the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please notify ZGPT designated agent at the following address:

411 W 1ST STREET #1021
SANFORD, FL 32771.

12. Acceptance of Terms

This Agreement constitutes the entire agreement between you and ZGPT regarding your use of the Website. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be governed

by the laws of the State of Florida, without giving effect to any principles of conflicts of law. Any dispute arising out of or relating to this Agreement or the Website shall be brought exclusively in the state or federal courts located in Orange County, Florida.

If you have any questions or concerns about this Agreement or the Website, please contact us at legal@zgpt.ai.

By accessing and using the ZGPT.AI website, you acknowledge that you have read, understood, and agree to be bound by this Agreement.