

Privacy Policy

Last Updated: February 2, 2017

Zoey Koko, LLC operates zoeykoko.com (the "Site"). We are committed to protecting your information. Please review the following information as it is intended to inform you of our policies regarding collection, use and disclosure of information. We collect various types of Personal Information, as defined below, about our customers throughout our relationship. We also collect non-personal information that is used, sometimes in combination with your Personal Information, to help improve our overall Site and customer experience.

Our Site is intended a general audience and we do not knowingly collect Personal Information online from children under the age of 13 unless doing so in compliance with the Children's Online Privacy Protections Act.

Collection and Use of Information

You must be 18 years of age to utilize our Site as an online shopper. Additionally, you must use a valid credit card or other valid payment method accepted by us to purchase products online.

While utilizing our Site, we may ask you to provide us with certain personally identifiable information that can be used to identify or contact you. Personally identifiable information may include, but is not limited to, your full name and address ("Personal Information").

When placing an order customers will be added to our marketing database unless they have requested not to receive like communications by "opting-out."

Use of Cookies

As a site operator we collect information sent by your browser when visiting our Site ("Log Data").

This Log Data may include, but is not limited to, information such as your computer's Internet Protocol ("IP") address, browser type, browser version, date and time of your visit, the pages visited on our Site as well as the time spent on those visited pages and any other statistical data. If you access our content via a mobile device, your mobile device identifier may be transmitted to us.

Additionally, we may use third party service providers, such as Google Analytics, that collect, monitor and analyze this Log Data.

We use Cookies, files with small amounts of data, to collect information. Cookies may include an anonymous unique identified and are sent to your browser from the Site and stored on your computer's hard drive.

You have the right to instruct their browser to indicate when a Cookie is being sent or to refuse all Cookies. We reserve the right to limit access to certain portions of the Site in the event Cookies are not disabled.

Communications, Public Disclosures and Third Parties

We may use your Personal Information to complete transactions requested by you or for purposes of administrative communications concerning your account or our Site. We also may use your Personal Information to contact you with physical or electronic mailings, marketing or promotional materials and other information that we think is vital to our Customers.

Sometimes we may share information with a third party website, at your discretion. For example, if you post content from our Site to your personal page on another website or, utilizing credentials from another site, you log-in to our Site.

It is possible, as well, to make Personal Information non-personally identifiable by combining it with information about other individuals (i.e. aggregating similar information) and/or by removing characteristics that otherwise make the information identifiable. Non-personally identifiable information are under no restrictions per this Privacy Policy and we may use, sell and/or share such information with any outside third parties.

Our Site might offer various forms of communication, updated from time to time, such as message boards with comments and suggestions and other public areas where we can interact with others. Additionally, we have the opportunity to submit photographs, video, audio recordings and music files, pictures, graphics, data, writings and other content, which may include Personal Information (all collectively "User Submissions"). Often we ask for a username and password to participate in this community sharing of User Submissions.

User Submissions are considered public information you make available at your discretion and is collected and/or used by others. These Submissions may be published both online and offline in any media or format (currently existing or hereafter developed). We may use the Submissions for marketing, advertising and promotional purposes, including publishing your name, voice, likeness or other personal information. It is advised that all users consciously review their Submissions before posting as User Submissions as the restrictions of this Privacy Policy do not apply to User Submissions.

Opt-Out

As a valued customer of Zoey Koko we want to ensure your experience is the best possible. We also understand that not everyone intends on sharing Personal Information that is provided under this Privacy Policy. Please remember you have options to "opt-out" of consenting to use your Personal Information for the purposes covered herein.

Please send us an email at info@zoeykoko.com with the subject line "Opt-Out." Additionally, you may unsubscribe from certain email communications by selecting the "unsubscribe" link within emails.

California Residents: Under California law, you may make a written request to us concerning how your information has been shared. You may do so via email at info@zoeykoko.com with the subject line "Privacy Policy."

Security

Zoey Koko cares. We use reasonable measures, whether administrative, technical or otherwise, to safeguard your Personal Information against loss, theft and unauthorized use. We use third parties ensuring encryption of credit card information while stored or in transit.

Acceptance

This Privacy Policy supersedes any prior privacy policy, statements and/or representations relating to the collection, retention, or sharing of information.

Thank you for communicating with us; we encourage questions so please do not hesitate to contact us. Please note, any changes or modifications made to this Privacy Policy will be disclosed to our customers, notice of which will be conspicuously posted on our Site.

Use of our Site signifies your acceptance of the terms of this Privacy Policy.

TERMS OF USE

Effective Date February 22, 2017

IMPORTANT!

PLEASE THOROUGHLY READ THE FOLLOWING TERMS OF USE (“TERMS”), AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

Your use of the Zoey Koko website or other websites, applications or features Zoey Koko owns or controls on which a link is posted to these Terms (collectively “Zoey Koko Channels”), regardless of how you access them, constitutes your agreement to follow and be bound by these Terms. You have the right to disagree with these Terms, but you must then immediately refrain from utilizing Zoey Koko Channels. Please also review the Zoey Koko Privacy Policy in conjunction with these Terms.

Registration, Comments & Postings

To utilize the Zoey Koko Channels you may be required to register or otherwise provide personal information in order to access Content or specific features. You may always elect not to participate in registration; however, this may limit your use of the Channels. You also agree to provide only accurate, complete and true information and to maintain its accuracy through updates as necessary.

The Zoey Koko Channels may include comment portions of the site, message boards, chat center or other interactive and/or public areas where users can engage with Zoey Koko and others. Users may also have the opportunity to submit photographs, music, audio and video, writings, graphics, pictures, dates, comments and suggestions or numerous other materials (“Submission”), including personal information. For each Submission you grant Zoey Koko an irrevocable, worldwide, nonexclusive, perpetual, fully sub-licensable and assignable, royalty-free license to use, reproduce, modify, translate, incorporate, create derivative works from, publish, broadcast, perform and otherwise exploit such Submission, including use of your likeness, name, voice and any other identifiable information via any media now or later known and developed without any further compensation not you or any other third party.

For each Submission you represent and warrant that:

- (1) You are the sole author and owner of the intellectual property and other rights thereto and any “moral rights” that you may have in such content has been voluntarily waived by you even after alternations, which may not be agreeable to you;
- (2) All Submissions are accurate, honest and not misleading;
- (3) You will not impersonate any other person, user or company;
- (4) You will not post any false, fraudulent, deceptive, inaccurate misleading or information that misrepresents your identity or affiliation with a person or company;
- (5) Submission is not for commercial purposes and does not advertise or promote a product or service except those provided by Zoey Koko, including, but not limited to posting references to other websites;

- (6) You will not post irrelevant content and you will be respectful of others' opinions and comments to promote a positive forum with suitable content; if it is not suitable please refrain from posting;
- (7) You will not post content that includes viruses or other potentially damaging computer or electronic codes;
- (8) You will not post content that is violent or offensive to a reasonably prudent person or which violates any law, statute, ordinances, rule or regulation;

Zoey Koko cannot guarantee that you will have any recourse through any Zoey Koko Channel or otherwise to edit or delete any Submission and you acknowledge that you are responsible for the content of all Submissions. You further authorize us to publish your Submission in a searchable format that may be accessed by users of the Zoey Koko Channel and the Internet. Neither Zoey Koko nor its representatives are responsible for, and we do not endorse, any Submission on any Zoey Koko Channel or elsewhere.

All Submissions are treated as non-confidential and non-proprietary and Zoey Koko is not liable for any use or disclosure of any Submission. You acknowledge and agree that your relationship with Zoey Koko is not one of confidentiality or any other special type of relationship. You further agree that Zoey Koko is not obligated to post, use or retain any Submission.

Please refer to the Privacy Policy for additional details.

Intellectual Property

All of the Content (as defined below) on the Zoey Koko Site and Channels is subject to intellectual property rights or licenses held by Zoey Koko, LLC. Your use of the Content displayed on any of the Zoey Koko Channels, including, without limitation, text, layouts, graphics, images, audio and video, designs, logos, domain names is strictly prohibited.

If you are downloading and storing any Content you may only do so provided that:

- (1) You only use Content for your own non-commercial personal use;
- (2) Excluding the Zoey Koko logo, which its use is strictly prohibited, you agree while sharing Content for personal use to provide the proper crediting link to the Zoey Koko Channel;
- (3) You do not modify or alter the Content in any way nor reverse engineer, decompile, reverse assemble, modify or attempt to uncover source code utilized by Zoey Koko Channels to generate web pages, products, processes or software available through Zoey Koko Channels; and
- (4) You do not utilize the Content in any manner that infringes on the rights of any third party;

Content, defined herein, is the compilation, assembly and arrangement of content of the Zoey Koko Channels and the overall "look and feel" of the Channels.

Copyright. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA") we follow proper notice and takedown procedures for any violations of the DMCA. If you believe that your work,

or another's, has been infringed upon please provide the proper information in accordance with the Online Copyright Infringement Liability Limitation Act of the DMCA.

Indemnification

You agree to indemnify and hold Zoey Koko and its affiliates and third-party service providers and its and each of their employees, officers, directors, members, managers, and agents (collectively "Representatives"), harmless from all claims, demands, losses and damages of every kind and nature, whether actual, consequential or otherwise, known and unknown including reasonable attorneys' fees, arising out of a breach or alleged breach of your representations and warranties set forth above and while utilizing the Zoey Koko Channels.

Changes

Zoey Koko reserves the right to update, modify or change in any way these Terms at any time effective as of the posting date of the new terms or any later date as reflected in the new terms. Notification to you of these new terms will be made by posting on the Zoey Koko Channels; use of the Zoey Koko Channels constitutes your agreement to the new terms.

We reserve the right to terminate any Zoey Koko Channel or related services at any time and for any reason without notice.

Governing Law

These Terms and the Zoey Koko Channels and use by you are governed by and construed in accordance with the laws of the State of New York, and the laws of the United States, without giving effect to any principles of conflicts of law. Any action relating to the use of Zoey Koko Channels or transaction with Zoey Koko must be brought exclusively in the state or federal courts located in New York County, New York.