



Terms and Conditions

Zestar Corporation User Agreement

1. Agreement and General Terms of Use

Thank you for visiting Zestar Corporation's website ("Website"). This Website is intellectual property of Zestar Corporation, "we," or "us".) This User Agreement constitutes the agreement between Zestar Corporation and you as a user ("you," "your", "user", "visitor"). By accessing this Website, viewing samples, web pages and brochures, purchasing products and/or services from this Website you agree to the following Website Terms and Conditions (Terms and Conditions"). Zestar Corporation's Privacy Policy ("Privacy Policy") and any and all other posted policies, price schedules and other supplemental terms and conditions or documents that may be published from time to time, are expressly incorporated herein by reference (collectively the "Agreement").

**IF YOU DISAGREE WITH ANY OF THESE TERMS AND CONDITIONS,
DO NOT USE THIS WEBSITE.**

2. Acceptance of Agreement

You agree to the terms and conditions outlined in the Agreement with respect to your use of the Website including, but not limited to, your viewing samples, brochures, web pages, purchasing products, services, licensing technology, scheduling presentations and ordering publications from this Website. If you do not agree to the terms and conditions contained within the Agreement in its entirety, you are not authorized to use the Website, download samples from the Website, purchase products from the Website, obtain services from the Website, license technology, order publications from the Website and schedule presentations in any manner or form whatsoever.

3. Modifications

Zestar Corporation reserves the right, in its sole discretion, to make changes, updates and revisions to this Website at any time without any prior or subsequent notice. You should regularly check this Agreement for any updates and/or changes. We will have a link displayed on the footer of every Website page of zestar.com to the most current Agreement dated. The date of last revision to this Agreement is indicated at the bottom of the document. Your continued use of the Website constitutes your acceptance to any new or modified provision(s) of this Agreement as may be posted on the Website.

4. Orders/Billing

In consideration for Products, Services, Publications and/or Licenses you order from Zestar Corporation, you agree to pay the advertised sums listed on the Website at the

time such sums are due and owing. You will pay us for all fees, shipping, handling, charges and any applicable taxes, associated with any of the Products, Services, Opinions, Presentations, Publications and Licenses. Note that if you access the Website from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. It is not possible for us to know all the various duties/taxes for each country and that will be YOUR responsibility for payment. Products will only be shipped to the buyer's address found on the transaction details page of the payment. If you purchase Products, Services or Publications with a credit card, you certify to us that you are at least 18 years of age or that you are certifiably at least 13 years of age and expressly authorized by the cardholder to use the card. Your card will be charged at the time of purchase.

5. Return and Exchange Policy

If you receive incorrect Products, Services, Publications or Licenses from us, contact Zestar Corporation via e-mail at client-support@zestar.com with order details from within 5 business days (Saturday and Sunday does not count as a business day.) of the item delivery date. We will review the order details with the item that was delivered. If there is a discrepancy from the order and the delivery, we will correct the order and replace the delivery with the item initially ordered. Buyer will return the initial item to us with a traceable shipping service. Due to the unique nature of the intellectual property items offered on this Website; Returns and Exchanges are limited to only incorrect items shipped or delivered (including e-mail delivery) within 5 business days of the item delivery date. No refunds are provided under this policy, only returns and exchanges for incorrect items delivered. Shipping is reimbursed only for incorrect products delivered.

6. Disclaimer of Warranties

YOUR USE OF ANY INFORMATION, PUBLICATIONS, SERVICES, OPINIONS, PRODUCTS, LICENSES AND/OR MATERIALS ON THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK, FOR WHICH WE SHALL NOT BE LIABLE. IT IS THE USER'S RESPONSIBILITY TO ENSURE THAT ANY PRODUCTS, SERVICES, OPINIONS, LICENSES, PRESENTATIONS, PUBLICATIONS, WEB PAGE AND/OR MATERIALS ON THIS WEBSITE MEET YOUR SPECIFIC REQUIREMENTS. ZESTAR CORPORATION IS IN NO WAY AFFILIATED WITH ANY VEHICLE MANUFACTURER, COATINGS MANUFACTURER OR GOVERNMENT AGENCY. THIS WEBSITE, AND ITS INFORMATION, SERVICES, PRESENTATIONS, PUBLICATIONS, OPINIONS, PRODUCTS, LICENSES AND/OR MATERIALS IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. WE DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES,

STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTIES OF TITLE, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZESTAR CORPORATION MAKES NO WARRANTY THAT THE WEBSITE, THE PRODUCTS, SERVICES, OPINIONS, LICENSES, PRESENTATIONS, PUBLICATIONS, WEB PAGE OR MATERIALS WILL ALWAYS BE AVAILABLE, ACCESS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; WILL HAVE SECURITY METHODS EMPLOYED THAT WILL BE SUFFICIENT AGAINST VISITATION INTERFERENCE AND/OR OTHER LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ZESTAR CORPORATION OR OTHERWISE THROUGH OR FROM THE WEBSITE, OR THE PRODUCTS, SERVICES, OPINIONS, LICENSES, PRESENTATIONS, PUBLICATIONS, WEB PAGE AND/OR MATERIALS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

7. Limitations of Liability

YOU EXPRESSELY UNDERSTAND AND AGREE THAT ZESTAR CORPORATION (AND ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, CONTRACTORS, PROGRAMMERS, EDITORS AND THIRD-PARTY CONTENT PROVIDERS) SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES EVEN IF ZESTAR CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR THE USE OF, OR THE INABILITY TO USE: A) ANY CONTENT OF THE WEBSITE, AND THE PRODUCTS, SERVICES, OPINIONS, LICENSES, PRESENTATIONS, PUBLICATIONS, WEB PAGE OR MATERIALS OFFERED; B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, SERVICES, OPINIONS, INFORMATION, PRESENTATIONS, PUBLICATIONS AND/OR ANY OTHER MATERIALS OBTAINED FROM THE WEBSITE; C) THE FAILURE TO REALIZE ANY SPECIFIC RESULT FROM USE OF THE PRODUCTS, SERVICES, OPINIONS, INFORMATION, PRESENTATIONS, PUBLICATIONS AND/OR ANY OTHER MATERIALS OBTAINED FROM THE WEBSITE; AND D) ANY OTHER MATTER RELATING TO THE WEBSITE AND THE PRODUCTS, SERVICES, OPINIONS, LICENSES, PRESENTATIONS, PUBLICATIONS, WEB PAGE OR MATERIALS OFFERED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT,

BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY AND ALL OTHER TORTS. YOU HEREBY RELEASE ZESTAR CORPORATION (AND ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, CONTRACTORS, PROGRAMMERS, EDITORS AND THIRD-PARTY CONTENT PROVIDERS) FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION, THE MAXIMUM LIABILITY OF ZESTAR CORPORATION TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE THE AMOUNT YOU PAID FOR THE PRODUCTS ORDERED AND PAID FOR ON THE WEBSITE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF YOUR USE OF THE WEBSITE, AND ANY CONTENT OF THE WEBSITE, WEB PAGES, PRODUCTS, SERVICES, OPINIONS, LICENSES, PRESENTATIONS, PUBLICATIONS AND/OR MATERIALS OFFERED MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR FOLLOWING THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND ZESTAR CORPORATION. ACCESS, USE OF, VISITATION OF THE WEBSITE AND/OR PRODUCTS, SERVICES, OPINIONS, LICENSES, PRESENTATIONS, PUBLICATIONS, WEB PAGE AND/OR MATERIALS OFFERED OR SOLD WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION, ZESTAR CORPORATION LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8. Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold Zestar Corporation and any of its officers, directors, employees, distributors, agents, contractors, programmers, editors and third-party content providers harmless from and against any and all claims, liability, losses, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: a) your use of the Website; b) information obtained from any of the products, services, opinions, licenses, presentations, publications, web page and/or materials offered on this Website; c) your breach of the Agreement; and/or d) your violation of any rights of another individual and/or entity.

9. Third Party Websites

This Website may contain links and other information to other websites on the internet that are owned and operated by third parties. Zestar Corporation does not control or guarantee the accuracy, completeness, relevance, the privacy policy, or timeliness of

any information provided on these sites. Because Zestar Corporation has no control over such websites, you agree that Zestar Corporation is not responsible or liable for the availability or the operation of such websites, for any material located on or available from any such websites or for the protection of your data privacy by third parties. Any dealings with, or participation with Third Party Websites including the payment and delivery of related products, services, opinions, licenses, presentations, publications, or materials, and any other terms, conditions, warranties or representations associated with such dealings are solely between you and the applicable Third Party. You further agree that Zestar Corporation shall not be responsible or liable, directly or indirectly, for any cause of action, claim, lost profits, loss or damage caused by the use of or reliance on any such material available on or through any such Third Party Website.

10. Intellectual Property

You understand and agree that Zestar Corporation either owns or is the agent for all products, services, licenses, opinions, presentations, publications, web page(s) and/or materials found and offered on this Website, unless otherwise indicated. Nothing in this Agreement is meant to be construed as transferring or giving of any intellectual property rights to you. You acknowledge and agree to make no claim solely on Zestar Corporation and any of its officers, directors, employees, distributors, agents, contractors, programmers, editors and third-party content providers in any products, services, opinions, presentations, publications, web page(s) and/or materials found, offered and purchased on this Website. This does not restrict you from making a claim on others.

11. Copyright and Trademarks

The Website contains custom graphics, logo, trademark, company names, product names, product brands, digital photos, and a specific formatting (collectively "Materials"). Zestar Corporation retains all right to its logo, trademark, custom graphics and specific formatting offered on the Website. Digital photos on each webpage: © 2009 Jupiterimages Corporation and © 2019 iStock by Getty Images™. All other trademarks, product names, product brands and company names appearing on the Website are the property of their respective owners. You agree not to copy, modify, distribute, replicate, separate, post or commercialize any of the Materials from our Website. It is strictly prohibited, except as permitted under by the fair use privilege under United States copyright laws. Any other use of the Materials available on our Website requires written permission from the copyright owner.

12. Digital Millennium Copyright Act ("DMCA") Notice

Zestar Corporation owns, defends, asserts, monitors and protects its intellectual property rights and expects others to do the same. It is the policy of the Zestar

Corporation not to permit known infringing materials to remain on our Website. Zestar Corporation upon receiving advisement from its legal resources on valid notices will act to remove or disable access to any such material that is found on our Website. Proper notice required by our legal resources include a description of the alleged copyright material that was infringed, and the complete factual and legal basis of your claim, submitted under the penalty of perjury with a statement that the notification is accurate. Proper notice should be sent both via e-mail to client-support@zestar.com and by sending mail to us at the address provided in the Contact Section.

13. User Submissions

Zestar Corporation solicits and accepts comments only for its two publications: MAKING IT RIGHT, Why your Car Payments are lasting longer than your FACTORY PAINT JOB, Technical Guide and Basic Guide. Zestar Corporation does not solicit users for comments, reviews and/or suggestions on other ideas, products and processes. All comments, suggestions, ideas, pictures, products and processes transmitted (together, the “Information”) to the Website are assigned to and forever will be the property of, Zestar Corporation without any further compensation to the user. Zestar Corporation reserves the right to delete any derogatory, offensive and or vulgar statements, postings and pictures. Except as noted in the Zestar Corporation Privacy Statement, all Information will be considered as non-confidential and non-proprietary. Zestar Corporation will have exclusive ownership to Information with all implied and expressed rights.

14. Export Control

Software and other technical material on this site may be subject to United States export and re-export control laws and regulations. Zestar Corporation does not authorize the exportation of any Software or other technical materials from this Website to any country or anyone that has been prohibited by the United States Export Laws. You agree to comply strictly with all United States Export Control Laws.

15. Legal Information

Legal Information, the reiteration of legal fact as provided by 3rd parties, is included on this website. No “legal opinion” and/or “legal advice” is provided on this website. Additionally, no “legal opinion” and/or “legal advice” is provided on any of the products and/or services offered.

16. Law and Jurisdiction

This Agreement shall be treated as though it were executed and performed in the State of Michigan, without regard to their conflict of laws principles. Should a dispute arise concerning the terms and conditions of the Agreement or the breach of same by any party hereto, the parties agree that the courts of general jurisdiction located within Wayne County, Detroit, Michigan, USA will have exclusive jurisdiction.

17. General Terms

This Agreement is personal between you and Zestar Corporation and governs your use of the Website. This Agreement constitutes the complete, exclusive and final expression between you and Zestar Corporation. We do not intend that any agency or partnership relationship be created through operation of the Agreement. No waiver by either Zestar Corporation or you of any breach or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement shall be binding upon and inure to the benefit of Zestar Corporation and its assigns. Zestar Corporation may assign this Agreement, or any of its rights or obligations under this Agreement, with or without notice to you. Any such assignment by Zestar Corporation does not relieve you of your obligations under this Agreement.

18. Severability

You agree that the terms of the Agreement are severable. Should any part of the Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.

19. Contact Us

If you have any questions about the Agreement, contact us via e-mail at client-support@zestar.com or by mail:

Zestar Corporation
43422 West Oaks Drive, PMB 328
Novi, MI 48377

20. Headings

The headings contained in this Agreement have been inserted for reference only and shall not modify, define, expand or limit any of the provisions of this Agreement.

21. Entire Agreement & Agreement Date

You agree that this Agreement, including the policies, understandings, acknowledgements, agreements and Terms and Conditions it refers to constitutes your entire agreement with respect to your use of the Website and its products, services, licenses, opinions, presentations, publications and/or materials.

This Agreement was last updated on 06/25/2019.
