

TERMS OF USE

Last Updated: December 2021

These terms of use (the “Terms of Use”) are a legal agreement between you and Zingeroo, Inc. (“Zingeroo” or “we,” “us,” or “our”). These Terms of Use specify the terms under which you may access and use our mobile application (the “App”). By accessing or using our App, or otherwise manifesting your assent to these Terms of Use, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to (or cannot comply with) all of the terms of the Agreement, you may not access or use the App.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

1. DESCRIPTION OF THE APP

The App is accessible by customers of Zingeroo (“Users”) as well as customers (“Customers”) of Z-Squared Securities LLC (“Z-Squared”). In order to become a Customer, an individual must first become a User. Users have the ability to view a limited set of features within the App. Customers have full access to the App features, including the ability to access their Z-Squared brokerage accounts (“Accounts”).

2. RESTRICTIONS

In order to maintain access to the App (1) as a User, you must remain in compliance with these Terms of Use, and (2) as a Customer, you must remain in full compliance with these Terms of Use as well as that certain Z-Squared Customer Agreement (the “Customer Agreement”).

3. APP CREDENTIALS

In order to become a User you will be prompted to set up an account by creating a sign-in name (“Battle Name”) or email address and password (“Password”). In order to become a Customer, you must enter into and satisfy the terms and conditions of the Customer Agreement. In doing so you will be prompted to provide certain additional information to Z-Squared, as further detailed in the Customer Agreement that will, among other things, assist Z-Squared in authenticating your identity (“Unique Identifiers”) and satisfy its regulatory obligations. When creating your Account, you must provide true, accurate, current, and complete information. Each Sign-In Name can be used by only one User or Customer. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the App using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action. You understand that Z-Squared is under no obligation to accept any individual or entity as a Customer, and may accept or reject any User in its sole and complete discretion. We will not be liable for any loss or damage caused by any unauthorized use of your Account.

4. CODE OF CONDUCT

Through the App, Customers are able to communicate with other Customers. Our community, like any community, functions best when its members follow a few simple rules. By accessing and using the App, you agree to comply with our Code of Conduct, which can be found [here](#) and is incorporated herein by reference.

If you find something that violates our Code of Conduct, please let us know, and we'll review it. We reserve the right, in our sole and absolute discretion, to deny you access to the App, or any portion of the App, without notice, and remove any Customer Content (as defined below) that does not adhere to our Code of Conduct.

5. INTELLECTUAL PROPERTY

The App contains material, such as software, text, graphics, images, sound recordings, and other material provided by or on behalf of Zingeroo or its affiliates (collectively referred to as the "Zingeroo Content"). The Zingeroo Content may be owned by us or third parties and is protected under both United States and foreign laws. Unauthorized use of the Zingeroo Content may violate copyright, trademark, and other laws.

Subject to the next paragraph, both Users and Customers may view all Zingeroo Content for your own personal, non-commercial use, and no other use is permitted without the prior written consent of Zingeroo. Zingeroo and its licensors retain all right, title, and interest, including all intellectual property rights, in and to the Zingeroo Content. You must retain all copyright and other proprietary notices contained in the Zingeroo Content. You may not sell, transfer, assign, license, sublicense, or modify the Zingeroo Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Zingeroo Content in any way for any public or commercial purpose. We reserve the right to remove Zingeroo Content at any time for any reason without any notice to you.

If you violate any part of this Agreement, your permission to access the Zingeroo Content and the App automatically terminates and you must immediately destroy any copies you have made of the Zingeroo Content.

The trademarks, service marks, and logos of Zingeroo and its affiliates (the "Zingeroo Trademarks") used and displayed on the App are registered and unregistered trademarks or service marks of Zingeroo. Other company, product, and service names located on the App may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with Zingeroo Trademarks, the "Trademarks"). Nothing herein or on the App should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Zingeroo Trademarks inures to our benefit.

Elements of the App are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Zingeroo Content may be retransmitted without our express, written consent for each and every instance.

6. CUSTOMER CONTENT; LICENSES

The App provides Customers the ability to create commentary and other content (text, graphics, images, or otherwise) ("Customer Content") available to other Customers. Each time a Customer submits Customer Content, you expressly authorize Zingeroo to make such Customer Content available to other Customers through the App. YOU, AND NOT ZINGEROO, ARE ENTIRELY RESPONSIBLE FOR ALL CUSTOMER CONTENT THAT YOU UPLOAD, POST, E-MAIL, OR OTHERWISE TRANSMIT VIA THE APP. IF YOU HAVE ANY INFORMATION THAT YOU WOULD LIKE TO KEEP CONFIDENTIAL, THAT YOU DO NOT WANT OTHERS TO USE, AND/OR THAT IS SUBJECT TO THIRD-PARTY RIGHTS THAT MAY BE INFRINGED BY YOUR SHARING IT, DO NOT POST IT ANYWHERE ON OR THROUGH THE APP. IN ADDITION, YOU ARE REQUIRED TO COMPLY WITH ALL APPLICABLE LAWS WHEN POSTING CUSTOMER CONTENT, INCLUDING, WITHOUT LIMITATION, THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. ZINGEROO IS NOT RESPONSIBLE FOR MISUSE OR

MISAPPROPRIATION OF ANY CUSTOMER CONTENT THAT YOU MAKE AVAILABLE ON OR THROUGH THE APP.

You retain all copyrights and other intellectual property rights in and to your own Customer Content. You do, however, hereby grant us an irrevocable, perpetual, royalty-free, sub-licensable and transferable right and license to copy, transmit, format, distribute, prepare derivative works of, display, perform and otherwise use your Customer Content and all intellectual property and moral rights therein throughout the universe, in each case, by or in any means, methods, media, or technology now known or hereafter devised, in connection with our business, including, without limitation, for the purpose of providing the App.

If you submit Customer Content to us or post it on the App, each such submission constitutes a representation and warranty to Zingeroo that (i) such Customer Content is your original creation (or that you otherwise have the right to provide the Customer Content), (ii) that you have the rights necessary to grant the license to the Customer Content under the prior paragraph, (iii) that such Customer Content and its use by Zingeroo and its sublicensees as permitted by this Agreement do not and will not infringe or misappropriate the intellectual property or privacy or other rights of any person, or contain any libelous, defamatory, or obscene material or content that violates our Code of Conduct.

We reserve the right (but not the obligation), in our sole discretion, to remove Customer Content that does not meet our Code of Conduct or for any other reason. For the avoidance of doubt, we are not responsible for monitoring Customer Content, but may do so.

We reserve the right, at all times and in our sole discretion, to disclose any Customer Content and other related information for any reason, including without limitation (a) to satisfy any applicable law, regulation, legal process or governmental request; (b) to enforce the terms of this Agreement or your Customer Agreement; (c) to protect the legal rights and remedies of us or our affiliates; (d) if we, in our reasonable discretion, believes that someone's health or safety may be threatened; or (e) to report a crime or other offensive behavior.

WE DO NOT CONTROL ANY CUSTOMER CONTENT, AND WE THEREFORE MAKE NO REPRESENTATIONS OR WARRANTIES, AND NONE OF THE ZINGEROO PARTIES (AS DEFINED BELOW) WILL HAVE ANY RESPONSIBILITY OR LIABILITY, WITH RESPECT TO ANY CUSTOMER CONTENT PROVIDED OR MADE AVAILABLE BY YOU OR BY ANY OTHER CUSTOMER.

WITHOUT LIMITING THE FOREGOING, WE DO NOT PRE-SCREEN, ENDORSE OR APPROVE ANY CUSTOMER CONTENT. CUSTOMER CONTENT SHOULD BE INDEPENDENTLY VETTED BY THE END USER FOR ACCURACY, TIMELINESS AND AUTHENTICITY. YOU ACKNOWLEDGE THAT YOU CHOOSE TO USE THE APP TO COMMUNICATE WITH OTHER CUSTOMERS OF THE APP AT YOUR SOLE RISK AND WILL EVALUATE AND BEAR ANY RISKS RELATED TO YOUR USE OF ANY CUSTOMER CONTENT PROVIDED BY ANY OTHER CUSTOMER, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF SUCH CUSTOMER CONTENT. THIS IS INCLUSIVE OF ANY IDEAS, SUGGESTIONS, OPINIONS, COMMENTS AND OBSERVATIONS MADE BY OTHER USERS OF THE APP, AS WELL AS ANY TEXT, DATA FILES, VIDEO, MUSIC, SOUND, VOICE RECORDINGS OR OTHER CUSTOMER CONTENT.

ANY CUSTOMER CONTENT THAT MENTIONS OR REFERENCES A SECURITY OR AN INVESTMENT STRATEGY, OR ANY SECURITIES TRANSACTION IS NOT A SOLICITATION OR RECOMMENDATION TO BUY A SECURITY BY US. NONE OF THE ZINGEROO PARTIES SOLICIT OR RECOMMEND ANY TRADE OR SECURITY VIA THE APP, OR OTHERWISE. THERE ARE MANY FACTORS THAT YOU MUST CONSIDER WHEN MAKING AN INVESTMENT DECISION INCLUDING, BUT NOT LIMITED TO, PRODUCT FEATURES, RISKS, WHETHER OR NOT AN INVESTMENT MEETS YOUR INVESTMENT OBJECTIVES, RISK TOLERANCE AND OTHER PERSONALIZED FACTORS. PLEASE REMEMBER THAT PAST PERFORMANCE MAY NOT BE

INDICATIVE OF FUTURE RESULTS. DIFFERENT TYPES OF INVESTMENTS INVOLVE VARYING DEGREES OF RISK, AND THERE CAN BE NO ASSURANCE THAT THE FUTURE PERFORMANCE OF ANY SPECIFIC INVESTMENT, INVESTMENT STRATEGY, OR PRODUCT REFERENCED DIRECTLY OR INDIRECTLY IN ANY CUSTOMER CONTENT, WILL BE PROFITABLE OR BE SUITABLE FOR YOU.

7. COMMUNICATIONS WITH US

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

8. NO WARRANTIES; LIMITATION OF LIABILITY

THE APP, THE ZINGEROO CONTENT, AND THE CUSTOMER CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE APP OR ZINGEROO CONTENT WILL OPERATE ERROR-FREE OR THAT THE APP, ITS SERVERS, OR THE ZINGEROO CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE APP. THE ZINGEROO CONTENT AND THE CUSTOMER CONTENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

THE APP OR ZINGEROO CONTENT MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS LISTED ON THE APP OR ZINGEROO CONTENT. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE APP OR ZINGEROO CONTENT AND/OR ADD OR REMOVE CONTENT AT ANY TIME WITHOUT NOTICE.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE AND OUR AFFILIATES, AND EACH OF OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS (THE “ZINGEROO PARTIES”) SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE APP, THE ZINGEROO CONTENT, ANY CUSTOMER CONTENT, OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE APP, THE ZINGEROO CONTENT, ANY CUSTOMER CONTENT, OR OTHERWISE RELATED TO THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED US DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THIS AGREEMENT SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

9. EXTERNAL SITES.

The App may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

10. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

10.1. Representations and Warranties. You hereby represent, warrant, and covenant that:

10.1.1. You own or have the necessary licenses, rights, consents, and permissions to all trademark, trade secret, copyright, or other proprietary, privacy, and publicity rights in and to your Customer Content and any other works that you incorporate into your Customer Content, and all the rights necessary to grant the licenses and permissions you grant hereunder;

10.1.2. Use of your Customer Content in the manners contemplated in this Agreement shall not violate or misappropriate the intellectual property, privacy, publicity, contractual, or other rights of any third party; and

10.1.3. You shall not submit to the App any Customer Content that violates our Code of Conduct or any other term of this Agreement.

10.2. Indemnity. You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, successors, licensees, licensors, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your misuse of the Zingeroo Content or the App; (iii) any of your Customer Content; and/or (iv) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

11. COMPLIANCE WITH APPLICABLE LAWS

The App is based in the United States. We make no claims concerning whether the App, the Zingeroo Content, or any Customer Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the App, the Zingeroo Content or any Customer Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

12. CHANGES TO THE AGREEMENT.

These Terms of Use are effective as of the last updated date stated at the top. We may change these Terms of Use from time to time with or without notice to you. By accessing the App after we make any such changes to these Terms of Use, you are deemed to have accepted such changes. Please refer back to these Terms of Use on a regular basis.

13. TERMINATION OF THE AGREEMENT

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the App, at any time and for any reason without prior notice or liability. If you are a Customer then your access to and use of the App will automatically terminate upon expiration or termination of your Customer Agreement. We reserve the right to change, suspend, or discontinue all or any part of the App at any time without prior notice or liability. Sections 4-18, and 20 shall survive the termination of this Agreement.

14. DIGITAL MILLENNIUM COPYRIGHT ACT

Zingeroo respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any Customer Content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the “Act”) for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Philip Picariello
450B Paradise Road #241
Swampscott, MA 01907
contact@zingeroo.com

If you believe that your work has been copied on the App in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the App where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

15. CONTROLLING LAW

This Agreement and any action related thereto will be governed by the laws of the State of Massachusetts without regard to its conflict of laws provisions.

16. DOWNLOADING THE APP

We make the App available through the Google Play or Apple App Store. The following terms apply when you download the App from the Apple App Store. These terms are in addition to all other terms contained in these Terms of Use.

- You acknowledge and agree that (i) these Terms of Use are concluded between you and us only, and not Apple; and (ii) we, not Apple, are solely responsible for the App and content thereof. Your use of the App must comply with Apple Terms of Use.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- In the event of any failure of any of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. As between Zingeroo and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Zingeroo.
- You acknowledge that, 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, as between Zingeroo and Apple, Zingeroo, not Apple, 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 of Use.
- You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Use as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as related to your license of the App against you as a third-party beneficiary thereof.

17. STOCK REFERRAL PROGRAM

Subject at all times to the terms and conditions of the Customer Agreement, Zingeroo offers a stock reward program (the "Stock Reward Program") whereby Customers in good standing ("Referring Customer") are awarded a stock reward ("Reward") for referring a Customer that is not a current or past Customer of Z-Squared (a "Referred Customer"). Referred Customers also earn a Reward. In order for each of a Referring Customer and Referred Customer to earn Rewards in connection with a particular referral: (1) the Referred Customer Account must be approved by Z-Squared within 60 days of the referral; and (2) the Referred Customer must fund their account in an amount greater than \$5 within 15 days of Z-Squared approving the Account. Once earned, Rewards must be claimed through the App within 10 days otherwise they will expire at Zingeroo's sole discretion.

Zingeroo reserves the right to decline to grant a Reward in the event Zingeroo determines in its sole discretion that there may have been fraudulent activity or a violation of (1) these Terms of Use, or the (2) Customer Agreement, whether in connection with a particular referral, or otherwise. Rewards will be credited to the relevant Account approximately one week after the Reward is claimed through the App, though this timeline may be delayed in Zingeroo's sole discretion. Rewards that are not claimed within 10 days of a referral may expire. Z-Squared may place limitations on when and how you may sell Rewards. Please see the Customer Agreement for further details. You understand that neither Zingeroo nor Z-Squared can provide you with any information regarding another Customer's Account.

Zingeroo reserves the right to change the Stock Reward Program terms or terminate the Stock Reward Program at any time without notice. Total Rewards when combined with the value received from all other offers in the current calendar year, may not exceed \$500 per household per year. No portion of the Stock Reward Program or Rewards are transferable, saleable, or valid in conjunction with certain other offers and are available to U.S. residents only. Employees, contractors, or persons similarly associated with Zingeroo or Z-Squared; members

of their household; and employees of any securities regulatory organization or exchange are not eligible to participate in the Stock Reward Program. You understand that Z-Squared may decline or refuse to open a Customer Account for any reason in its sole discretion. Participation in the Stock Reward Program is limited exclusively for Customer personal use, and may not be used for commercial purposes. Other restrictions may apply.

Rewards will be in the form of a single U.S. listed equity security with a value of between approximately \$5 and \$225, selected at random determined by an algorithm. Approximately 98% of participants will receive a Reward having a value of \$5-\$10, approximately 1% of participants will receive a Reward having a value of \$10-\$50, and approximately 1% of participants will receive a Reward having a value of \$50-\$225, based on the price of shares at the time of allocation.

Neither receipt of a Reward through this Stock Reward Program nor identification of a particular security in communications related to this Stock Reward Program constitutes a solicitation of the security, or recommendation to buy, sell, or hold the security, or investment advice.

Consult with your tax advisor about the appropriate tax treatment for this offer and any tax implications associated with receipt of a Reward before enrolling. The value of all Rewards received may be reported as Other Income on a Form 1099-MISC where required by applicable rules and regulations. Zingeroo does not take responsibility for any tax related to Rewards.

18. MISCELLANEOUS

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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