

ZYHMAX terms of service

ZYHMAX TERMS OF SERVICE

Effective Date: 14 July 2025 • Last Updated: 14 July 2025

1. Acceptance of Terms

These Terms of Service (“**Terms**”) constitute a legally binding agreement between you (“**you**” or “**User**”) and **Maxwell Kaufmann, doing business as “ZYHMAX”** (“**ZYHMAX**,” “**we**,” “**us**,” or “**our**”) governing your access to and use of the ZYHMAX iOS mobile application, website, and any related features, content, or services (collectively, the “**Service**”). **BY CREATING AN ACCOUNT, ACCESSING, OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.**

2. Eligibility

1. **Age.** The Service is intended exclusively for individuals **18 years of age or older**. By using the Service, you represent and warrant that you are at least 18.
 2. **Jurisdiction.** You may not use the Service if barred from doing so under the laws of the United States or your country of residence.
 3. **No Criminal Background Screening.** ZYHMAX **does not** conduct criminal background checks on Users. Exercise caution and common sense in all interactions, especially if you decide to meet in person.
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3. Account Registration & Security

1. **Phone-Number Verification.** Registration requires a valid mobile phone number. You authorize us to send SMS messages to facilitate verification. Carrier messaging and data rates may apply.
 2. **Accuracy of Information.** You must provide truthful, complete, and current information and keep it updated.
 3. **Account Security.** You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account. Notify us immediately at help@zyhmax.com of any suspected unauthorized use.
 4. **Single Account.** You may create **one** account. Duplicate or fraudulent accounts are prohibited.
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4. User Content

1. **Definition.** “**User Content**” means any photos, text, location data, or other material you upload or transmit through the Service.
 2. **License to ZYHMAX.** You grant ZYHMAX a worldwide, royalty-free, sublicensable, transferable license to host, store, use, reproduce, display, publish, and distribute your User Content for the purpose of operating, improving, and marketing the Service.
 3. **Public Nature.** User Content—except private messages—is public by default and may be viewed by other Users.
 4. **Representation.** You represent that you own or have all necessary rights to the User Content and that its posting does not violate any third-party right or law.
 5. **Moderation.** We may—but are not obligated to—monitor, remove, or edit User Content at our sole discretion, including for violations of these Terms or our Community Guidelines.
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5. Prohibited Conduct

You agree **not** to:

- Impersonate any person or entity or misrepresent your affiliation.
- Post User Content that is illegal, defamatory, obscene, hateful, or otherwise objectionable.
- Harass, stalk, threaten, or harm another person.
- Collect or store personal data about other Users without consent.
- Use the Service for commercial solicitation, spam, or pyramid schemes.
- Decompile, reverse engineer, or attempt to access source code.
- Interfere with or disrupt the Service, servers, or networks.
- Circumvent any security or access-control mechanism.

Violation may result in suspension or termination of your account and legal action.

6. Location Services

The app collects **continuous, precise GPS location** (with your permission) to suggest nearby matches. If you disable location access, certain features may cease to function. Review our Privacy Policy for details.

7. Subscriptions & In-App Purchases

ZYHMAX is currently free to use. We reserve the right to introduce premium features or paid subscriptions via Apple In-App Purchase. All fees are billed by Apple and are subject to Apple Media Services Terms and Conditions. **Payments are non-refundable except as required under applicable law or Apple's policies.**

8. Intellectual Property

The Service, including all software, text, graphics, logos, and content (excluding User Content), is the exclusive property of ZYHMAX or its licensors and is protected by U.S. and international copyright, trademark, and other laws. You receive a limited, non-exclusive, revocable, non-transferable license to use the Service for personal, non-commercial purposes in accordance with these Terms.

9. Third-Party Services & Links

The Service may contain links to third-party websites or services and may integrate third-party analytics (e.g., PostHog, Datadog). ZYHMAX is **not responsible** for third-party content, privacy practices, or terms, and your use of such services is at your own risk.

10. Disclaimers

1. **No Warranty of Match or Safety.** ZYHMAX makes **no guarantees** regarding the number or suitability of matches or the conduct of Users. You are solely responsible for your interactions.
2. **“As Is” Service.** THE SERVICE IS PROVIDED **“AS IS” AND “AS AVAILABLE,”** WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
3. **Location & Data Security.** While we employ reasonable safeguards, **messages and photos are not encrypted at rest** and we cannot guarantee absolute security.

Some jurisdictions do not allow the exclusion of implied warranties; in such cases, the above exclusions may not apply to you.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZYHMAX AND ITS OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS **SHALL NOT BE LIABLE** FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, USE, OR

GOODWILL, ARISING OUT OF OR RELATED TO THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF ZYHMAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ZYHMAX'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICE SHALL NOT EXCEED **ONE HUNDRED U.S. DOLLARS (US \$100)**.

12. Indemnification

You agree to indemnify, defend, and hold harmless ZYHMAX and its affiliates, officers, agents, and employees from any claim, demand, loss, or damages (including reasonable attorneys' fees) arising out of or related to (a) your User Content; (b) your use of or access to the Service; (c) your violation of these Terms; or (d) your violation of any law or the rights of a third party.

13. Dispute Resolution & Arbitration

PLEASE READ THIS SECTION CAREFULLY; IT AFFECTS YOUR RIGHTS.

1. **Informal Resolution.** Before initiating formal proceedings, you agree to contact us at help@zyhmax.com to attempt to resolve the dispute informally.
 2. **Binding Arbitration.** If we cannot resolve the dispute within 30 days, either party may elect binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules. **You and ZYHMAX waive the right to a jury trial or to participate in a class action.**
 3. **Opt-Out.** You may opt out of arbitration within 30 days of first accepting these Terms by sending a written notice to the postal address in Section 18.
 4. **Exceptions.** This Section does not apply to claims for injunctive or equitable relief relating to intellectual property rights or unauthorized access to the Service.
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14. Termination

You may terminate your account at any time via **Settings** → **Delete Account** or by contacting help@zyhmax.com. ZYHMAX may suspend or terminate your account or access to the Service at any time, with or without notice, for any reason, including for violation of these Terms. Sections 4-6 and 8-15 survive termination.

15. Modifications to Service or Terms

We reserve the right to modify or discontinue the Service (in whole or part) at any time. We may also amend these Terms. Material changes will be posted in-app and the “Last Updated” date will change. **Your continued use of the Service after the effective date constitutes acceptance of the revised Terms.**

16. Governing Law & Venue

These Terms are governed by the laws of the **State of Maryland, USA**, without regard to conflict-of-law principles. Except for disputes resolved in arbitration, the state and federal courts located in **Prince George’s County, Maryland** have exclusive jurisdiction.

17. Severability & Waiver

If any provision of these Terms is held invalid or unenforceable, the remaining provisions remain in full force. ZYHMAX’s failure to enforce any right under these Terms is not a waiver of that right.

18. Contact Information

Privacy Team – ZYHMAX

4350 Knox Road

College Park, Maryland 20740, USA

Email: help@zyhmax.com

19. Apple App Store Terms

These Terms are between you and ZYHMAX, not Apple. Apple has no obligation to furnish maintenance or support. To the extent any third-party beneficiary rights exist, Apple is a beneficiary of these Terms and may enforce them against you. You must comply with the App Store Terms of Service when using the Service.