# Terms and Conditions (TOS) for

# Negotium Design

# Introduction

Please review the Terms and Conditions presented below before using Negotium Design and associated entities. Negotium Design Is intended to be a supplementary aid to anyone with an interest in forming or growing a business. Negotium Design is a subsidiary of ZKorp Minor LLC (“ZKorp Minor”) and ZKorp Industries Inc (“ZKorp Industries”). All references to the company will be in regard to ZKorp Minor unless specified otherwise. This Terms and Conditions documents lays out the rules of conduct for Negotium Design and all legally required components. This Terms of Service document includes Negotium, Negotium+ and any and all resources or documents provided through the Negotium Design mobile application and website. **Please read these website and mobile application terms carefully before using the app (“Negotium Design”) or website (Negotium.design). This Terms and Conditions will govern your access and use of the website and mobile app. All aspects, resources and information of Negotium Design is available to you only if you agree to these Terms and Conditions set below including but not limited to the privacy policy. If you do not agree to any of the Terms or Conditions, you will not be permitted access to Negotium Design or associated companies. Prohibited access will result with legal action against you on a case-by-case basis in accordance with laws of the state of Virginia without regard to any conflict of law provisions in addition to a $1000 fine. By accessing and using Negotium Design and associated companies, you (The User) and the entity are authorized to represent yourself to signify your agreement to be bound by the terms and conditions of Negotium Design.**

**Effective Date: September 6, 2022**

# Terms of Service

**1. User Requirements**

* Must be age 18+ in order to properly and accurately utilize resources and information provided on Negotium Design. Users under the age of 18 must consult with a parent or guardian figure prior to moving forward with the information and resources provided within the Negotium Design app or website. Negotium Design is not responsible for users disregarding the user requirements and any consequences that may occur as a result of any disregard.
* Users must agree to the Terms and Conditions set forth in this document. Changes within the Terms and Conditions will be forwarded to users within 48 hours of the change.

**2. Negotium Design Content**

* Content provided in the Negotium Design app and website are taken according to best practices in the year 2022 and may be subject to updates and changes as time progresses. The User is responsible for confirming information is up to date and relevant to their situation and business. Negotium Design content is intended as an educational aide and not a perfect method for businesses. Any and all decisions made by the user are the sole responsibility of the user.
* Content within Negotium Design are taken from various sources including but not limited to YouTube Videos, Blogs, Websites from 3rd parties and direct advice from established figures. These sources of content may be subject to change or updates.
* Content presented within Negotium Design is focused on an **ENGINEERING** business model. Additional models will be included within the app as time progresses and will be labeled as such. It is the responsibility of the user to recognize this and account for how it may affect their business model and business as a whole. Despite being focused on an engineering model, Negotium Design does not claim for it to be a perfect model and may include errors which are the responsibility of the User to recognize and avoid.
* Documents provided are taken direct from their source and thus are subject to copyrights. Negotium Design strives to provide documents not limited by copyrights however it is the responsibility of the User to ensure they are not breaching copyright laws. Unless stated otherwise, all documents provided are direct from Negotium Design.
* As of September 2022, the content provided in Negotium Design is scheduled for large updates over the next 6-8 months. As such, content may change according to new information. It is the responsibility of the user to recognize this and anticipate the updates and how it may affect their business practices.
* Content provided within the Negotium Design app is overview or what is considered foundational material. It does not replace a primary source and as such it is the responsibility of the user to utilize primary sources to verify information learned on the Negotium Design app and website.

**3. Negotium +**

* Negotium + content is provided to users who subscribe to one of the packages listed that support Negotium+. Access to Negotium+ is limited to 1 user per account and shared accounts are prohibited. Please refer to “Non-compliance” for additional information.
* Negotium + is intended for resource and time management for business owners seeking to create a more successful business or with the intention of growing. Negotium + offers resources and 3rd party contractors with the purpose of fulfilling business needs. As such, if a contract is made through one of Negotium + vendors, there is a US $599 connection fee that is required to be paid within 7 business days of a contract being signed with a 3rd party vendor or contractor. Failure to pay the connection fee will result in interest being accrued on the debt owed to Negotium Design at a rate of 15% until the maximum value of US $5000. It is the responsibility of the user to ensure the connection fee is paid within the 7-business day period.
* Negotium + hourly reviews are based on time spent and is the responsibility of both the user and reviewer to keep track minutes spent fulfilling their obligation. Disagreements between reviewers and users will be resolved on a case-by-case basis by the executive board.

**4. Funding**

Negotium Design offers in-house funding on a case-by-case basis. Funding is provided through a network of Venture Capitalists and Angel Investors that are seeking new businesses to invest in. Submitting an application does NOT guarantee funding. Negotium Design Funding is intended to provide a structure to achieve funding. Negotiations between the investor and entity are not monitored or the responsibility of Negotium Design. All decisions regarding investment are the sole responsibility of the investors. Utilization of this resource in a manner that is deemed outside of its intended purpose by the executive board will result in a US $5000 fine to be paid to Negotium Design within 24 hours.

* **Users**

It is the responsibility of the User to be properly prepared and ready for the process of applying for funding. Non-preparation may result in the early dismissal of the user’s application for funding. User may reapply for funding in 7 business days depending on the severity of the infraction.

Users are required to reveal any and all details relevant to the business or entity when applying for funding. Intentionally hiding decision altering decisions from investors will result in a permanent banishment of the user from funding with Negotium Design in addition to a US $2500 fine with the opportunity to present their case to a legal jury and executive board of ZKorp Minor. If the board decides to revoke the banishment of the user, the fine will not be refunded unless it is proven with full and complete evidence the banishment was an error on behalf of Negotium Design and ZKorp Minor in which case the full US $2500 will be refunded to the user within 5 business days after a direct signoff from the CEO of ZKorp Minor.

* **Investors**

Negotium Design is intended to provide a seamless experience for investors seeking potential businesses to invest in. Negotium Design is responsible for the connection and not responsible for any negotiations or meetings that occur after the initial contact is made between the investor and business. Negotium Design is not responsible for investments lost in businesses and any and all decisions regarding investing are the sole responsibility of the investor.

**5. Subscription/Payment Policy**

Subscriptions to any of the packages and services offered by Negotium Design will take effect within 24 hours. It is the responsibility of the user to use a valid payment method. Failure to do so will result in an automatic cancellation of the user’s subscription. Cancellation of a subscription will take effect within 24 hours with access permitted until the end of the billing cycle. Notifications will be sent to the user regarding the cancellation of their subscription policy 3 days in advance. Cancellation of a subscription policy within 24 hours of the end of the billing cycle will result in a $50 charge.

# Acknowledgement Statement

[**ACKNOWLEDGEMENT OF TERMS**](https://www.lawinsider.com/clause/acknowledgement-of-terms). The Company acknowledges, represents, and warrants to the Investor that (i) it has had independent legal counsel of its own choosing review, advise, and represent on this Agreement, (ii) it has had sufficient time to review, and has carefully reviewed and fully understands, all the provisions of this Agreement, (iii) the terms of this Agreement are reasonable and fair to the Company, (iv) it is entering knowingly and voluntarily into this Agreement of its own freewill, and (v) it is entering into this Agreement not out of economic duress. Each party and counsel for each party (where such exist) has reviewed this Agreement, and thus agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

[**ACKNOWLEDGEMENT OF TERMS**](https://www.lawinsider.com/clause/acknowledgement-of-terms). Each party hereby represents and warrants to the other party that: (i) it is voluntarily entering into this Agreement of its own freewill, (ii) it is not entering this Agreement under economic duress, (iii) the terms of this Agreement are reasonable and fair to that party, and (iv) the party has had independent legal counsel of its own choosing review this Agreement, advise the party with respect to this Agreement, and represent the party in connection with this Agreement.

# Liability

Negotium Design is intended to serve as an educational aide and resource for the user. Negotium Design and associated companies is not liable for any decisions made by the user in regard to their business or any associated project. Any and all decisions made are the sole responsibility of the user. Negotium Design is not liable for bankruptcy, poor decision making, loss of capital or otherwise any negative outcome that results from an external or personal factor.

1. **Bankruptcy and financial loss**

* Negotium Design is not liable for bankruptcy, financial loss and loss of capital resources or property. Negotium Design does not cover any losses as Negotium Design is intended to serve as an educational tool and not a substitute for professional business advice. All decisions made are the sole responsibility of the user and Negotium Design is not responsible for the outcomes of decisions made by the user on behalf of the individual or entity.

**2. Ownership and Equity**

* Utilizing the formats and resources of Negotium Design does not constitute any transfer of ownership, equity or debt unless specified otherwise. The only debt owed to Negotium Design by the user are only those defined in a legal contract signed by both parties or through the purchase of a Negotium Design package or Negotium+ subscription. The full ownership of the business belongs to the user unless a legally binding contract was formed and signed by both parties between the User and an executive of Negotium Design to purchase equity or partial or full ownership of a user business.

**3. Lifestyle Changes and Consequences**

* Negotium Design is designed to support and educate those who are dedicated to starting or growing a business. As such, there may be lifestyle consequences. Negotium Design is not responsible for any personal consequences the user may face as a result of pursuing a new business. User agreement to the TOS signifies their understanding and agreement that there may be personal consequences to pursuing a new business and Negotium Design is not responsible for any changes or actions made by the user in their personal or professional life.

**4. Investment Loss**

* Negotium Design is not responsible for any losses incurred by an investment into a business on behalf of an investor. It is the sole responsibility of the investor to cover any losses incurred from a failed investment. Negotium Design is not responsible for any decisions made regarding investments and decisions are the sole responsibility of the investor and the business seeking investment.

# Intellectual Property Rights

The logo, format and presentation of Negotium Design and all associated businesses and resources is the sole property of ZKorp Minor LLC and ZKorp Industries Inc. unless specified otherwise. The YouTube videos are the sole property of their creators and Negotium Design claims no ownership of them. Any and all websites, links, and resources not from Negotium Design are the sole property of their respective owners and creators.

Negotium Design has full ownership rights of all accounts created in regard to Negotium Design mobile app and website. User may utilize the accounts with an agreement to the TOS with the understanding that nonpermitted use of ZKorp Minor or ZKorp Industries intellectual or physical property will result in immediate action seeking compensation for damages.

# Privacy Policy

**1. Negotium Design Privacy Policy**

Agreement to the TOS will result in Negotium Design collecting basic user information for the purpose of account creation and user experience. Negotium Design will not use personal account information for promotional materials unless agreed to by the user. The account is the sole property of Negotium Design and reserves the right to utilize personal information in the event of noncompliance and/or legal action. Negotium Design may use your data within the data market and at the discretion of the executive board. Any data collected will be for the sole purpose of creating a personal user experience and for sale in the user data market.

Negotium Design will safeguard any personal information that comes across the app however is not responsible for its security. Users should not submit, send, or receive any personal information regarding themselves or others unless specifically requested by Negotium Design.

**2. 3rd Party Privacy Policy**

Negotium Design utilizes YouTube Videos and various resources to provide the best experience for the user possible. As such, agreement to the Negotium Design TOS includes an agreement to the YouTube and all included resources terms and conditions. 3rd party services may include data and user tracker and Negotium Design as such utilizes these terms. Violation of the Privacy Policy may result in action or communications from the respective party. Negotium Design does not have any connection with 3rd party Privacy Policy compliance and is not responsible for user violations.

# Non-Compliance

Due to the nature of Negotium Design and all it offers; any noncompliance will result in fees or some other form of punishment as the executive board at ZKorp Minor see fit.

1. **Shared/General Accounts**

* Shared accounts will be shut down immediately in addition to a fine of $500 per user utilizing the account. Therefore, a shared account between 3 individuals will result in a total fine of $1500 and account deletion with no refund for the remaining billing cycle. The users will have an opportunity to appeal the decision to the review board at ZKorp Minor with final decisions being the sole responsibility of the board. If you believe your account is being shared without your knowledge, you are required to contact Negotium Design within 24 hours and report the non-compliant behavior.
* Accounts are the property of Negotium Design and ZKorp Minor therefore any violations of the terms and Conditions may result in the deactivation or deletion of the account. Users creating multiple accounts with the intention of circumventing or evading payments will result in a permanent banishment and additional fees to be determined by the executive board.

2. **Negotium +**

* Failure to pay the $599 connection fee will result in interest being accrued on the debt owed to Negotium Design at a rate of 15% until the maximum value of US $5000. If the user cancels the account or attempts to evade the payment will result in an automatic maximum fine of US $5000 and attempts to contact the user about their pending debt. Failure to do so will result in legal action taken against the registered user of the account.

**3. Funding**

* Funding is intended for those who seek to obtain funds to grow or start their business. Utilization of this resource in a manner that is deemed outside of its intended purpose by the executive board will result in a US $5000 fine to be paid to Negotium Design within 24 hours. Failure to do so will result in legal action taken against the registered user.
* Users are required to reveal any and all details relevant to the business or entity when applying for funding. Intentionally hiding decision altering decisions from investors will result in a permanent banishment of the user from funding with Negotium Design in addition to a US $2500 fine with the opportunity to present their case to a legal jury and executive board of ZKorp Minor. If the board decides to revoke the banishment of the user, the fine will not be refunded unless it is proven with full and complete evidence the banishment was an error on behalf of Negotium Design and ZKorp Minor in which case the full US $2500 will be refunded to the user within 5 business days after a direct signoff from the CEO of ZKorp Minor or another authorized executive.
* The funding process through Negotium Design is a highly structured process. User with the intent of undercutting or deviating from the process in a manner that is deemed non-compliant will result in a permanent banishment from the resource and any remaining time on the billing cycle will not be refunded. It is the sole responsibility of the user to maintain proper protocols and follow guidelines while applying for funding.

**4. Subscription Policy**

* Cancellation of a subscription policy within 24 hours of the end of the billing cycle will result in a $50 charge. This charge may be appealed by the user if the user believes it was made in error.
* Subscribing to any policy or resource available on Negotium Design signifies the user’s agreement to the Terms and Conditions of Negotium Design and the 3rd party transaction processer. Failure to abide by these policies may result in cancellation of your subscription without a refund.

**5. Terms and Conditions**

* The terms and conditions are intended to serve as guidelines and policies for access to Negotium Design and all of the resources available. Failure to read the entirety of the Terms and Conditions does not constitute as a reason to appeal decisions made by the executive board or non-compliance. It also does not constitute a reason for non-payment as it is the sole responsibility of the user to read and understand the Terms and Conditions prior to agreement.

**6. Copyrights Restrictions**

* All logos and resources unless stated otherwise are the sole property of Negotium Design and ZKorp Minor. Nonauthorized use, slander or spread of intellectual property of ZKorp Minor and Negotium Design will result in a permanent banishment from the app in addition to any legal action taken by ZKorp Minor as the executive board sees fit.

# Additional Assistance

If you have any questions or concerns about the TOS, email us at the following:

**Email: info@negotium.design**

Please be assured that any personal information that you provide in communications to the email above will not be used to send you promotional material.