



## NEXT NET TERMS OF USE

Last Modified: November 18, 2024

### 1. Your Acceptance

Welcome to the Terms of Use for Next Net. This is an agreement (“Agreement”) between Next Net Media LLC and its affiliates and subsidiaries (collectively, “Next Net”), the owner of the services, software, applications, platform and products provided or made available via websites owned or operated by Next Net (collectively the “Platform”) and you (“you”, “your” or “user(s)”), a user of the Platform. Throughout this Agreement, the words “Next Net,” “us,” “we,” and “our,” refer to Next Net. Affiliates and subsidiaries of Next Net Media LLC include, without limitation, Authority, FreeUp, The Hoth, Copymatic, Writer, linkbuilder.io and SEOJet.

Please read this Agreement carefully. This is a legal, binding agreement. By clicking “I agree”, accessing, or using the Platform you agree to be bound by this Agreement and the Privacy Policy. We may amend our Terms of Use or the Privacy Policy and may notify you when we do so. PLEASE BE AWARE THAT THERE ARE ARBITRATION AND CLASS ACTION PROVISIONS THAT MAY AFFECT YOUR RIGHTS. If you do not agree to the Terms of Use or the Privacy Policy please cease using our Platform immediately.

SOWs (defined below) shall be deemed to incorporate by reference all terms and conditions of this Agreement. If there is any conflict or inconsistency between the terms and conditions of this Agreement and a SOW, the terms and conditions of this Agreement shall govern.

### 2. User Information and Accounts

Users may be required to register on the Platform before accessing portions of the Platform. Your information will be collected and disclosed in accordance with our Privacy Policy. All users are required to provide truthful and accurate information when registering for our Platform and must be over the age of 18. Users may only register for one account per user. We reserve the right to verify all user credentials and to reject any users. You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to notify Next Net immediately of any unauthorized use of your account or any other breach of security. Next Net will not be liable for any losses you incur as a result of someone else using your password or account, either with or without your knowledge. If you are registering on behalf of your company, you represent and warrant that you are authorized by your company to create an account on your company’s behalf and you represent and warrant that you are authorized by your company to incur financial obligations and enter into legally binding agreements on behalf of your company.

### 3. Access and License Grant to You

After registering and properly paying where required, we grant you a personal,

non-exclusive, revocable, limited license to access the Platform and to use any of our services. As a user, you do not receive any ownership interest in any portion of the Platform; you merely receive the aforementioned revocable access and license as stated. All rights not explicitly granted are reserved for Next Net. If you breach any of our usage guidelines, as stated below, we may revoke your license or your access to use our Platform at our discretion. Additionally, we may revoke your license or restrict your access to our Platform if we believe that your actions may harm us, our business interests, or at our discretion. Failure by us to revoke your license or restrict access does not act as a waiver of your conduct.

#### **4. Services**

Through the Platform, Next Net may offer SEO services or other services. Next Net uses reasonable efforts to provide these services to you; however, all services provided depend on innumerable factors and market variables that are outside of Next Net's direct control. For these reasons, all services offered are not guaranteed and are offered "as-is". Where you decide to use any services offered by the Platform, you agree that we make no guarantees including but not limited to web placement, rankings, or any profits. You understand that the services offered may have variance, be inexact, cause negative effects, or be otherwise incorrect. An increase in search engine ranking, increase in business, or any other associated benefits are neither implied nor guaranteed. Website rankings or results may vary by region, search engine, or fluctuate based on factors outside of our control. Due to the nature of our services, you agree:

- Next Net is not responsible for any changes made to a user's website that adversely affects the search engine rankings of the user's website.
- Next Net has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future and user may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.
- Next Net cannot and does not guarantee any position change, fixed position, or position increase for any keyword, phrase, or search term.
- Next Net makes no representations as to any profits or increased business as related to a user's use of the services.
- Next Net has no control over any actions or inaction by any search engines related to a user's website or a website's ranking.

You agree to release us from any liability that we may incur for providing you any services offered via Platform. You agree that any service or any other information found on the Platform may be inaccurate, unsubstantiated or possibly even incorrect. You agree to release us from any liability that we may have to in relation to your use of our Platform.

#### **5. User Obligations**

For any users that wish to purchase any services offered via the Platform, you agree that you will promptly cooperate and provide to Next Net access, software codes, data, documents, content, art, and/or other information needed by us to provide any services to you. Your failure to cooperate or assist us may prevent the completion of any services offered. Where you fail to cooperate with Next Net, you agree that no refunds may be granted.

## **6. Use of the Platform**

When using our Platform, you are responsible for your and for any use of Next Net made using your account and for your use of any services provided. You agree to the following:

- You may not copy, distribute or disclose any part of the Platform in any medium, including without limitation by any automated or non-automated “scraping”;
- You may not attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Platform;
- You may not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Platform or to extract data;
- You may not use automated bots or other software to send more messages through our Platform than humanly possible;
- You may not share your license or access with any other parties;
- You may not use the Platform on a computer that is used to operate nuclear facilities, life support, or other mission critical applications where life or property may be at stake;
- You may not decompile, reverse engineer, disassemble, modify, rent, sell, lease, loan, distribute, or create derivative works or improvements to the Platform or any portion of it;
- You may not access our Platform in an attempt to build a similar or other competitive product;
- You may not use the Platform to store or transmit any health, medical, or sensitive financial information;
- You may not take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- You may not collect or harvest any personally identifiable information, including account names, from the Platform;

- You may not impersonate any person or entity or misrepresent your affiliation with a person or entity;
- You may not violate or infringe other people's intellectual property, privacy, or other contractual rights while using our Platform;
- You may not use the Platform for any purposes that are misleading, unlawful, defamatory, obscene, invasive, threatening, or harassing;
- You may not violate any requirements, procedures, policies or regulations of networks connected to Next Net;
- You may not sell, lease, loan, distribute, transfer, or sublicense the Platform or access to it or derive income from the use or provision of the Platform unless enabled through the functionality of our Platform;
- You may not interfere with or disrupt the Platform;
- You may not violate any law or regulation and you solely are responsible for such violations;
- You agree that you will not hold Next Net responsible for your use of our Platform; and
- You agree not to cause, or aid in, the disruption, destruction, manipulation, removal, disabling, or impairment of any portion of our Platform, including the de-indexing or de-caching of any portion of our Platform from a third party's website, such as by requesting its removal from a search engine.

If you are discovered to be undertaking any of the aforementioned actions your privileges to use our Platform may at our discretion be terminated or suspended. Generally, we will provide an explanation for any suspension or termination of your use of any of our Platform, but Next Net reserves the right to suspend or terminate any account at any time without notice or explanation.

## **7. User Content**

Your ability to submit or transmit any information through the Platform, including but not limited to data, information, images, references, or any other information will be referred to as "User Content" throughout this Agreement. Please be aware that we are not required to host, display, migrate, or distribute any of your User Content and we may refuse to accept or transmit any User Content. You agree that you are solely responsible for any User Content submitted and you release us from any liability associated with any User Content submitted. We provide industry standard security for our Platform but we cannot guarantee the absolute safety and security of any such User Content. Any User Content found to be in violation of this Agreement or that we determine to be harmful to the Platform may be modified, edited, or removed at our discretion.

When submitting any User Content to our Platform you represent and warrant that you own all rights to the User Content and you have paid for or otherwise have permission to use any User Content submitted. Furthermore, you represent and warrant that all User Content is legal and the User Content does not interfere with any third party rights or obligations.

When you submit any User Content to us, you grant Next Net, its partners, affiliates, users, representatives and assigns a non-exclusive, limited, fully-paid, royalty-free, revocable, world-wide, universal, transferable, assignable license to display, distribute, store, broadcast, transmit, reproduce, modify, prepare derivative works, or use and reuse all or part of your User Content for the purposes of providing you any services associated with the Platform. Additionally, you grant to Next Net a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Platform any suggestion, enhancement request, recommendation, correction or other feedback provided by you relating to the operation of our Platform.

## **8. Privacy Policy**

We value your privacy and understand your privacy concerns. Our Privacy Policy is incorporated into this Agreement, and it governs your access to and use of the Platform. Please review our Privacy Policy so that you may understand our privacy practices. All information we collect is subject to our Privacy Policy, and by using the Platform you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. You further understand that any information collected by Next Net may be transferred to the United States and/or other countries for storage, processing and use by Next Net and its affiliates.

## **9. Platform Availability**

Although we try to provide continuous availability to you, we do not guarantee that the Platform will always be available, work, or be accessible at any particular time. Additionally, Next Net is under no obligation to provide the services to any users and may suspend a user's access to the Platform at any time and at our discretion. Only users who are eligible to use our Platform may do so and we may refuse service or terminate your access at any time. We cannot guarantee that anything found on our Platform will work to the functionality desired by you or give you any desired results.

## **10. Modification of Platform**

We reserve the right to alter, modify, update, or remove our Platform at any time. We may conduct such modifications to our Platform for security reasons, intellectual property, legal reasons, or various other reasons at our discretion, and we are not required to explain such modifications. For example, we may provide updates to fix security flaws, or to respond to legal demands. Please note that this is a non-binding illustration of how we might exercise our rights under this section, and nothing in this section obligates us to take measures to update the Platform for security, legal or other purposes.

## **11. Payments**

Portions of the Platform or specific services offered may require payment and you agree to pay for all costs, fees, and taxes listed. User authorizes Next Net or its third party payment processors to charge their method of payment at the time of purchase. Please be aware that purchases are completed via our third party payment processors. Where applicable, you must agree to our third party payment processors terms and conditions for processing payments. All information that you provide in connection with a purchase or transaction must be accurate, complete, and current. Where you have failed to pay or where payments are overdue, Next Net may suspend or terminate your access to any services of the Platform, without liability to us.

## **12. Taxes**

Where Next Net does not charge you taxes for any purchases, you agree to pay any and all applicable taxes for your use and purchase of the services. Additionally, where requested by us, you agree to provide us tax documentation to support any claims of on-time tax payment.

## **13. Subscription Plans and Automatic Renewals**

For your convenience some services offered by Next Net may be made on a recurring subscription basis ("Paid Subscription"). Where you decide to purchase any Paid Subscriptions, your payment information shall be logged and you will be charged monthly for any Paid Subscriptions. YOU AUTHORIZE US TO BILL YOU ON A RECURRING BASIS AND AGREE THAT AT THE EXPIRATION OF YOUR INITIAL PAID SUBSCRIPTION, YOUR PAID SUBSCRIPTION SHALL AUTOMATICALLY RENEW FOR ADDITIONAL MONTHLY SUBSCRIPTION PERIODS (OR FOR THE SAME PERIOD AS YOUR INITIAL PAID SUBSCRIPTION) UNTIL WE ARE NOTIFIED OTHERWISE. YOU AGREE THAT NO ADDITIONAL CONSENT IS REQUIRED BY YOU TO CHARGE YOUR PREFERRED PAYMENT METHOD AUTOMATICALLY AND ON A RENEWABLE BASIS FOR THE PAID SUBSCRIPTION PLAN SELECTED BY YOU. If you wish to cancel your Paid Subscription please cancel through your dashboard or notify us by submitting a ticket. If you are not under contract for your Paid Subscription, a 15-day cancellation notice is required. You must provide written notice of your intent to cancel at least 15 days prior to the upcoming subscription renewal cycle. Failure to comply with this notice period will result in the fulfillment of the most recent renewal prior to cancellation. The cancellation will take effect following the renewal cycle in which the notice was received. By utilizing our Paid Subscription services, you agree to abide by this 15-day cancellation notice policy.

## **14. Pricing and Price Increases**

The pricing for any services or Paid Subscriptions is listed on the Platform. Next Net may increase the price of any Paid Subscriptions or services, at our discretion and we reserve the right to do so at any time. In the event of a price increase, Next Net shall notify you and you will have the chance to accept or reject any price increase. Please

notify us if you intend to reject a price increase. Where you have rejected a price increase, you may be unable to access portions of the Platform. You agree that Next Net has no obligation to offer any services or Paid Subscriptions for the price originally offered to you at sign up.

## **15. Refunds**

As we offer online services, we cannot offer refunds for any Paid Subscriptions or any paid services. Please be aware that all purchases are final. However, Next Net wants you to be satisfied with our services and thus we offer a 30 Day Satisfaction Guarantee. If you are dissatisfied with any of our services, please contact us by submitting a ticket within thirty (30) days of receiving your order report. Once we have received your communication, we will communicate with you to understand your concerns and will assist in rectifying any dissatisfaction caused by our services.

## **16. Deliverables**

When using the Platform, user may be entitled to receive press releases, blog posts, or other creative content (collectively the “Deliverables”) upon purchase of our services. Contingent on complete and timely payment, Next Net shall assign to user all right, title, and ownership interest to any Deliverables purchased by the user. Where user has failed to pay for any Deliverable in a timely manner, Next Net reserves the right to withhold or demand the return of any Deliverable from the user. Unused promotional and non-promotional Deliverables will expire after 1 year. If there are any discrepancies, please contact Next Net by submitting a ticket. For all Next Net content products: If our support team reaches out for further feedback on your Blogger or Web Copy order and you don’t respond within 7 calendar days, we will complete the order as is and will be unable to make further edits.

## **17. Estimates**

Please be aware that some of our services provided may list estimated dates and timelines for delivery or completion (“Estimated Dates”). Although, Next Net shall attempt to deliver all services by the Estimated Dates listed on the Platform, these Estimated Dates are merely good faith estimates and are non-binding in nature. Next Net reserves the right to modify, alter, or extend any Estimated Dates at our discretion. Next Net is not responsible or liable for any failure to provide any services before any Estimated Dates listed on the Platform. Next Net reserves the right to automatically approve all types of orders waiting for client approval. Automatic approvals will vary with the product. Oral or written statements made by any agents, employees, or contractors of Next Net regarding any Estimated Dates are non-binding and do not alter any contractual agreements between Next Net and any users.

## **18. Intellectual Property**

The name “Next Net”, all Platform names and marks, all website domains, subdomains and the names of the foregoing, Platform along with the design of Platform and any text, writings, images, templates, scripts, graphics, interactive features and any trademarks

or logos contained therein (“Marks”), are owned by or licensed to Next Net, subject to copyright and other intellectual property rights under US and foreign laws and international conventions. Next Net reserves all rights not expressly granted in and to the Platform. You agree to not engage in the use, copying, or distribution anything contained within the Platform unless we have given express written permission.

## **19. Idea Submission**

Next Net or any of its employees do not accept or consider unsolicited ideas, including but not limited to ideas relating to processes, technologies, product enhancements, or product names. Please do not submit any unsolicited ideas, content, artwork, suggestions, or other works (“Submissions”) in any form to Next Net. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Next Net’s products or services might seem similar to ideas you submitted to Next Net. If, despite our request that you not send us your ideas, you agree to the following: (1) your Submissions and their contents will automatically become the property of Next Net, without any compensation to you; (2) Next Net may use or redistribute the Submissions and their contents for any purpose and in any way; (3) there is no obligation for Next Net to review the Submission; and (4) there is no obligation to keep any Submissions confidential.

## **20. Disclaimer**

THE PLATFORM AND ALL SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER NEXT NET, NOR ANY OF OUR EMPLOYEES, MANAGERS, OFFICERS, ASSIGNS OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (1) THE PLATFORM; (2) ANY INFORMATION PROVIDED VIA THE PLATFORM; (3) THE SERVICES, OR (4) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO NEXT NET, OR VIA THE PLATFORM. IN ADDITION, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LOST PROFITS, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

NEXT NET DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM INCLUDING THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE PLATFORM OR THE SERVER THAT MAKES THE PLATFORM AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS. NEXT NET DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE SERVICES OFFERED ARE ACCURATE, COMPLETE, OR USEFUL. NEXT NET DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND NEXT NET SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES.



YOU ACKNOWLEDGE AND AGREE THAT IN ENTERING INTO THIS AGREEMENT YOU HAVE NOT RELIED AND ARE NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES OR OTHER STATEMENTS WHATSOEVER, WHETHER WRITTEN OR ORAL (FROM OR BY NEXT NET OR ANY OF ITS REPRESENTATIVES) OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT (OR OTHER RELATED DOCUMENTS EXPRESSLY REFERRED TO HEREIN) AND THAT YOU WILL NOT HAVE ANY RIGHT OR REMEDY ARISING OUT OF ANY REPRESENTATION, WARRANTY OR OTHER STATEMENT NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

## **21. Limitation of Liability**

IN NO EVENT SHALL NEXT NET, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NEXT NET IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (1) YOUR USE OR INABILITY TO USE THE PLATFORM OR ANY ERRORS, MISTAKES, OR INACCURACIES FOUND WITHIN THE PLATFORM, (2) ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR PLATFORM INCLUDING THE SERVICES, (3) ANY INTERRUPTION, MISINFORMATION, INCOMPLETE INFORMATION, OR CESSATION OF TRANSMISSION TO OR FROM OUR PLATFORM TO YOU, (4) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR PLATFORM VIA A THIRD PARTY, (5) ANY FAILURE OR DISRUPTION OF SERVICES WHETHER INTENTIONAL OR UNINTENTIONAL, (6) ANY ACTION TAKEN IN CONNECTION WITH ANY THIRD PARTY COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS, OR (7) THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. SPECIFICALLY, IN THOSE JURISDICTIONS NOT ALLOWED, WE DO NOT DISCLAIM LIABILITY FOR: (1) DEATH OR PERSONAL INJURY CAUSED BY NEXT NET'S NEGLIGENCE OR THAT OF ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS; (2) FRAUDULENT MISREPRESENTATION; OR (3) ANY LIABILITY WHICH IT IS NOT LAWFUL TO EXCLUDE EITHER NOW OR IN THE FUTURE. WHERE A TOTAL DISCLAIMER OF LIABILITY IS DISALLOWED YOU AGREE THAT NEXT NET'S TOTAL AGGREGATE LIABILITY TO YOU FOR ANY AND ALL DAMAGES AND LIABILITIES SHALL NOT EXCEED THE AMOUNTS YOU HAVE PAID IN THE PAST SIX (6) MONTHS TO USE OUR PLATFORM INCLUDING OUR SERVICES. FOR CLARITY, THE FOREGOING LIABILITY CAPS AND DISCLAIMERS ARE TOTAL AGGREGATE CAPS AND WAIVERS THAT COVER NEXT NET MEDIA, LLC AND ALL OF ITS CURRENT AND

## FUTURE AFFILIATES AND SUBSIDIARIES.

### **22. Indemnity**

You agree to defend, indemnify and hold harmless Next Net, its affiliates, and its and their respective directors, officers, employees, agents, representatives, independent contractors and affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- your use of and access to Platform including any services;
- your violation of any term of this Agreement;
- your interactions with any other uses or third parties; or
- your violation of any third party right, including without limitation any copyright, property, or contractual right.

This defense and indemnification obligation will survive this Agreement and your use of Platform. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

### **23. Copyrights**

We take copyright infringement very seriously. If you believe that any content owned by you has been infringed upon please send us a message which contains:

- Your name.
- The name of the party whose copyright has been infringed, if different from your name.
- The name and description of the work that is being infringed.
- The location on our Platform of the infringing copy.
- A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.
- A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or

have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification and submit a ticket to our Copyright Agent: Copyright Agent of Next Net.

### Counter Notice

In the event that you receive a notification from Next Net stating content posted by you has been subject to a DMCA takedown, you may respond by filing a counter-notice pursuant to the DMCA. Your counter-notice must contain the following:

- Your name, address, email and physical or electronic signature.
- The notification reference number (if applicable).
- Identification of the material and its location before it was removed.
- A statement under penalty of perjury that the material was removed by mistake or misidentification.
- Your consent to the jurisdiction of a federal court in the district where you live (if you are in the U.S.), or your consent to the jurisdiction of a federal court in the district where your internet service provider is located (if you are not in the US).
- Your consent to accept service of process from the party who submitted the takedown notice.

Please be aware that we may not take any action regarding your counter-notice unless your notification strictly complies with the foregoing requirements. Please send this counter-notice in accordance with the takedown notice instructions above.

### **24. Choice of Law**

This Agreement shall be governed by the laws in force in the state of Florida. The offer and acceptance of this contract is deemed to have occurred in the state of Florida.

### **25. Disputes**

Any dispute relating in any way to your visit to the Platform or our Platform shall be submitted to confidential arbitration in St Petersburg, FL. Arbitration under this Agreement shall be conducted pursuant to the applicable Commercial Rules ("Rules") then prevailing at the American Arbitration Association. Arbitration shall be conducted in English by one (1) arbitrator as selected pursuant to the Rules; the arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Each party shall be responsible for their own arbitration fees and costs. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether

through class action proceedings or otherwise. Where allowed by the Rules, Next Net may make any and all appearances telephonically or electronically. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Platform or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. Notwithstanding the foregoing, either party may seek equitable relief to protect its interests (including but not limited to injunctive relief), or make a claim for nonpayment, in a court of appropriate jurisdiction, and issues of intellectual property ownership or infringement may be decided only by a court of appropriate jurisdiction and not by arbitration. In the event that the law does not permit the abovementioned dispute to be resolved through arbitration or if this arbitration agreement is unenforceable, you agree that any actions and disputes shall be brought solely in a court of competent jurisdiction located within Pinellas County, FL.

## **26. Class Action Waiver**

You and Next Net agree that any proceedings to resolve or litigate any dispute whether through a court of law or arbitration shall be solely conducted on an individual basis. You agree that you will not seek to have any dispute heard as a class action, representative action, collective action, or private attorney general action.

## **27. Severability**

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement or any other agreement you may have with Next Net are deemed to conflict with each other's operation, Next Net shall have the sole right to elect which provision remains in force.

## **28. Non-Waiver**

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

## **29. Assignment and Survival**

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion. All portions of this Agreement that would reasonably be believed to survive termination shall survive and remain in full force upon termination, including but not limited to the Limitation of Liabilities, Representation and Warranties, Licensing, Indemnification, and Arbitration sections.

### **30. Termination**

If you enter into any SOW, order or other similar document or agreement requiring you to pay for access and use of the Platform (each an “SOW”), such SOWs are non-cancellable by you. Any refunds are subject to the refund terms contained in this Agreement. Please be aware that upon termination of your account, access to portions of our Platform may be become immediately disabled. We may terminate this Agreement with you if we determine that: (1) you have violated any applicable laws while using our Platform; (2) if you have violated this Agreement or any SOW; or (3) if we believe that any of your actions may legally harm Next Net or our business interests, at our sole decision or discretion. In the event of termination, we will strive to provide you with a timely explanation; however, we are not required to do so. If we terminate this Agreement, all applicable SOWs shall automatically terminate.

### **31. Entire Agreement**

This Agreement along with the Privacy Policy and SOWs, if any, constitute the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersede all prior or contemporaneous agreements or understandings written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by a duly authorized representative of each party.

### **32. Amendments**

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified or we may email you. You may refuse to agree to the amendments, but if you do, you must immediately cease using our Platform.

### **33. Electronic Communications**

The communications between you and Next Net use electronic means, whether you visit the Platform or send Next Net e-mails, or whether Next Net posts notices on the Platform or communications with you via mobile notifications or e-mail. For contractual purposes, you (1) consent to receive communications from Next Net in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that Next Net provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

### **34. Relationship of the Parties.**

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between you and Next Net.

### **35. Platform Issues and Support**

Where you have any questions, issues, or if you are having trouble accessing or using the Platform, please contact us by submitting a ticket.

### **36. California Users**

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about Next Net must be sent to our agent by submitting a ticket.

Lastly, California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

### **37. Promotions**

We occasionally offer upsell promotions during our check out process. These upsell opportunities are standalone offers and can not be combined with any other offers.

### **38. SMS Text Messaging Terms & Conditions**

By signing up for an account with Next Net and providing your mobile phone number in any Platform that includes automated messaging technology (collectively, "Next Net Program"):

You acknowledge and represent to Next Net that you are the current wireless service plan subscriber and/or an authorized user of the mobile phone number(s) that you link to (sign up to receive) the text alert/messages service or you have been granted permission by the wireless service plan subscriber and/or authorized user of the mobile phone number(s) to enroll the mobile phone number(s) in Next Net Program;

You grant Next Net express permission to send automated text messages to the enrolled mobile phone number(s) through your wireless phone carrier unless and until such permission is revoked in accordance with these SMS Terms; and

By granting such permission to Next Net, you are hereby requesting to receive text messages in spite of the fact that your mobile phone number(s) may otherwise be on the federal, or a state's, Do Not Call List and you agree that, to the maximum extent permitted by law, your request overrides any prior Do Not Call request for or related to Next Net Program. Next Net is committed to building user trust and confidence by promoting and complying with the use of business practices that help protect the privacy and the security of the customer and their data.

You may opt out of these communications at any time by replying STOP to any text message from Next Net or by otherwise contacting Next Net as indicated below. You can receive help at any time by replying HELP to any text message from Next Net or by otherwise contacting Next Net as indicated below. You are not required to sign up for Next Net Program in order to purchase any products or services from Next Net. Messaging and data rates may apply. By signing up for an account, you also accept and

agree to be bound by these SMS Terms and any other applicable terms and agreements related to your use of Next Net services.

### **39. Program Description**

Next Net offers its text messaging program whereby Next Net, and any applicable service providers, will send you text messages to provide you with information concerning your account activity with Next Net and other Next Net products, services, and promotions. Next Net Program may include both marketing and non-marketing text messages.

### **40. Message Frequency**

Under Next Net Program, the number of Next Net text messages that you receive may vary depending upon your account activity and your communication with Next Net.

### **41. Cost**

Next Net does not impose a separate fee for sending Next Net text messages under Next Net. However, standard message and data rates may apply to each text message sent or received in connection with Next Net, as provided in your mobile telephone service rate plan. Please contact your mobile telephone carrier for pricing plans and information.

### **42. Supported Carriers; Interruption**

Next Net Program should be available through your equipment or mobile device when the equipment or device is within the operating range of your wireless service provider. Next Net Program may not be available on all equipment/mobile devices, or through all wireless carriers, and not all functionalities of Next Net Program are available on all equipment/mobile devices, or through all wireless carriers. Next Net may, from time to time, in its discretion and without notice to you, limit the carriers that support Next Net Program. Certain other carriers may not support Next Net Program. Delivery of information and content to your equipment/mobile device may fail due to a variety of circumstances or conditions. Next Net Program is subject to transmission limitation or interruption.

You understand and acknowledge that mobile network services are outside of Next Net's control, and Next Net is not responsible or liable for issues arising therefrom, or the failure thereof, including, without limitation, technical, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, traffic congestion, lost or unavailable network connections, telephone connections, wireless phone connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict your ability to receive or send a message, including any injury or damage to your or any other person's equipment/wireless device relating to or resulting from participating in or using

Next Net Program. If Next Net Program is not available within your intended location, you agree that your sole remedy is to cease using Next Net Program.

#### **43. How to Opt Out**

To stop receiving text messages from Next Net, text STOP to the ten-digit long code from which the text messages are being sent. You will then receive confirmation of your opt-out of Next Net text messaging program. You may also opt out by providing written notice to Next Net at 111 2nd Ave NE #1500 Saint Petersburg FL, 33701 United States or by emailing Next Net at support@nextnet.ai or calling Next Net at 877-720-4684.

#### **44. Support/Help**

To request more information, text HELP to the ten-digit long code from which the text messages are being sent. You may also receive assistance by providing written notice to Next Net at 111 2nd Ave NE #1500 Saint Petersburg FL, 33701 United States, by emailing Next Net at support@nextnet.ai or calling Next Net at 877-720-4684.

#### **45. Copyrights and Trademarks**

Next Net Program, and all content available through Next Net Program, is protected by copyright and other intellectual property rights. No portion of Next Net Program may be copied, republished, transmitted, displayed or distributed in any way without Next Net's prior written consent. Any such use of Next Net Program's content for any purpose not authorized by Next Net in writing is a violation of the copyrights of Next Net. You agree to use Next Net Program only as authorized by Next Net. All trademarks, service marks, logos, and trade names on Next Net Program, whether registered or unregistered, are proprietary to Next Net. You may not reproduce, download or otherwise use any such trademarks, service marks, logos or trade names without the prior written consent of Next Net.

#### **46. Your Mobile Telephone Number**

You agree to maintain accurate, complete, and up-to-date information with Next Net regarding your use of Next Net Program, including, without limitation, notifying Next Net in writing immediately if you change, or cease being the regular user of, your mobile telephone number. You agree to indemnify Next Net, its affiliates, and its and their respective directors, officers, employees, agents, representatives, independent contractors and affiliates in full for all claims, expenses, damages, and costs, including reasonable attorneys' fees, related to or caused in whole or in part by your failure to notify Next Net if you change your telephone number, or cease being the regular user of, including, but not limited to, all claims, expenses, damages, and costs related to or arising under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq.

#### **47. Privacy**

Next Net's top priority is the privacy of our users. Accordingly, Next Net has developed a detailed Privacy Policy. You agree to the terms and conditions of the Privacy Policy,



which may be modified by Next Net from time to time. If you have any questions regarding privacy, please read our privacy policy or send us an email at support@nextnet.ai.

#### **48. Eligibility**

To receive Next Net text messages or enroll in Next Net Program, you must be a resident of the United States, eighteen (18) years of age or older, authorized to enroll the mobile phone number in Next Net Program, and authorized to incur any mobile message or data charges incurred by participating. Next Net reserves the right to require you to prove the foregoing to participate in Next Net Program.

#### **49. Changes to this SMS Terms**

Next Net may revise, modify, or amend these Next Net SMS Terms or cancel Next Net Program at any time, with or without notice to you, subject to your ability to reject changes to the Class Action Waiver and Binding Arbitration. Any such revision, modification, or amendment shall take effect when it is posted to Next Net website. You agree to review these Next Net SMS Terms periodically to ensure that you are aware of any changes. Your continued consent to receive Next Net text messages will indicate your acceptance of those changes.

#### **50. Termination of Text Messaging**

Next Net may suspend or terminate your receipt of Next Net text messages if Next Net believes you are in breach of these Next Net SMS Terms. Your receipt of Next Net text messages is also subject to termination in the event that your mobile telephone service terminates or lapses.

#### **51. No Warranties; Limitation of Liability**

NEXT NET PROGRAM IS PROVIDED AS IS, WHERE IS, AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OR TRADE. NEXT NET DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, AND NON-INFRINGEMENT.

In no event shall Next Net be liable to you, or to any third party, for any losses or damages whatsoever arising out of or resulting from Next Net Program, or your use thereof, regardless of the theory of recovery, including, without limitation, direct, indirect, consequential, incidental or special damages, lost profits, punitive damages, attorney's fees or any damages arising out of or resulting from a statutory or regulatory violation, negligence, gross negligence, strict liability, tortious conduct, willful misconduct or fraud, breach of contract, or breach of warranty. To the extent, this damage waiver is contrary to applicable law, your or any third party's maximum recovery for any losses or damages whatsoever arising out of or resulting from Next Net Program, or your use thereof, regardless of the theory of recovery, is \$10.00.

## 52. Arbitration/Class Action Waiver

ALL DISPUTES, MATTERS, OR CLAIMS BETWEEN YOU AND NEXT NET ARISING OUT OF OR RELATING IN ANY WAY TO THESE SMS TERMS, ANY TEXT MESSAGES BETWEEN YOU AND NEXT NET OR ANYONE ACTING ON YOUR OR NEXT NET'S BEHALF, OR NEXT NET PROGRAM, REGARDLESS OF THE THEORY OF LIABILITY OR RECOVERY, MUST BE RESOLVED SOLELY BY ARBITRATION CONDUCTED EXPEDITIOUSLY IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION CONSUMER ARBITRATION RULES ("AAA RULES") BY A SOLE ARBITRATOR SELECTED BY THE PARTIES TO THE DISPUTE FROM THE NATIONAL OR STATE OF FLORIDA PANEL OF ARBITRATORS.

THIS PROVISION MUST CONSTRUED IN ACCORDANCE WITH, AND THE ARBITRATION MUST BE GOVERNED BY, THE FEDERAL ARBITRATION ACT (9 U.S.C. § One et seq.). ANY JUDGMENT UPON THE DECISION RENDERED BY THE ANY COURT HAVING JURISDICTION MAY ENTER ARBITRATOR. UNLESS OTHERWISE REQUIRED BY LAW, THE ARBITRATOR IS PROHIBITED FROM AWARDING DAMAGES IN EXCESS OF THE LIMITATIONS SET FORTH IN THESE SMS TERMS. EITHER PARTY TO THIS AGREEMENT MAY COMMENCE ARBITRATION PROCEEDINGS BY DELIVERING TO THE OTHER PARTY A WRITTEN NOTICE IN ACCORDANCE WITH THE AAA RULES. ANY ARBITRATION HEARING SHALL BE HELD IN THE STATE OF FLORIDA, UNLESS THE PARTIES TO THE DISPUTE AGREE OTHERWISE. ANY JUDGMENT RENDERED BY ARBITRATION SHALL BE FINAL AND BINDING ON THE PARTIES, AND MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. NOTWITHSTANDING ANY AAA RULES TO THE CONTRARY, THE AWARD OF THE ARBITRATOR MUST BE MADE NO LATER THAN THREE (3) MONTHS FOLLOWING THE DATE ON WHICH THE ARBITRATOR IS APPOINTED, UNLESS THE ISSUE IS THE SUBJECT OF LITIGATION BROUGHT BY A THIRD PARTY AND THE ARBITRATOR DEEMS IT APPROPRIATE TO DEFER ITS AWARD UNTIL THE LITIGATION IS RESOLVED.

The resolution of any claims, matters, or disputes must proceed solely on an individual basis without the right for any claims, matters, or disputes to proceed on a class action or collective basis or on bases involving claims, matters, or disputes brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims, matters, and disputes between you and Next Net alone. Claims, matters, or disputes may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues, claims, matters, or disputes with anyone who is not a named party to the arbitration.

- **MAIL A NOTICE OF DISPUTE FIRST.** IF YOU HAVE A DISPUTE, YOU MUST SEND A NOTICE OF DISPUTE BY U.S. MAIL TO NEXT NET AT: 111 2ND AVE NE #1500 SAINT PETERSBURG FL, 33701 UNITED STATES
- **ARBITRATION PROCEDURE.** THE AAA WILL CONDUCT ANY ARBITRATION UNDER ITS COMMERCIAL ARBITRATION RULES (OR IF THE VALUE OF THE

DISPUTE IS \$75,000 OR LESS, ITS CONSUMER ARBITRATION RULES). IN A DISPUTE INVOLVING \$25,000 USD OR LESS, ANY HEARING WILL BE TELEPHONIC UNLESS THE ARBITRATOR FINDS GOOD CAUSE TO HOLD AN IN-PERSON HEARING INSTEAD. ANY IN-PERSON HEARING WILL TAKE PLACE IN SAINT PETERSBURG, FL. THE ARBITRATOR MAY AWARD THE SAME DAMAGES TO YOU INDIVIDUALLY AS A COURT COULD, SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THESE SMS TERMS. THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY TO YOU INDIVIDUALLY TO SATISFY YOUR INDIVIDUAL CLAIM, SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THESE SMS TERMS.

- **MUST FILE WITHIN ONE YEAR.** YOU AND NEXT NET MUST FILE IN ARBITRATION ANY DISPUTE (EXCEPT INTELLECTUAL PROPERTY DISPUTES) WITHIN ONE YEAR FROM WHEN IT FIRST COULD BE FILED. OTHERWISE, IT'S PERMANENTLY BARRED.
- **REJECTING FUTURE ARBITRATION CHANGES.** YOU MAY REJECT ANY CHANGE NEXT NET MAKES TO THIS ARBITRATION AGREEMENT (OTHER THAN ADDRESS CHANGES) BY SENDING US NOTICE WITHIN 30 DAYS OF THE CHANGE BY U.S. MAIL TO THE ADDRESS LISTED IN SECTION (B) ABOVE. IF YOU DO, THE MOST RECENT VERSION OF THIS ARBITRATION AGREEMENT BEFORE THE CHANGE YOU REJECTED WILL APPLY.
- **SEVERABILITY.** IF THE CLASS ACTION WAIVER IS FOUND TO BE ILLEGAL OR UNENFORCEABLE AS TO ALL OR SOME PARTS OF A DISPUTE, THOSE PARTS WON'T BE ARBITRATED BUT WILL PROCEED IN COURT, WITH THE REST PROCEEDING IN ARBITRATION. IF ANY OTHER PROVISION OF THIS ARBITRATION AGREEMENT IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THAT PROVISION WILL BE SEVERED BUT THE REST OF THIS ARBITRATION AGREEMENT STILL APPLIES.
- **CONFLICT WITH AAA RULES.** THIS AGREEMENT GOVERNS IF IT CONFLICTS WITH THE AAA'S COMMERCIAL ARBITRATION RULES OR CONSUMER ARBITRATION RULES.
- **NEXT NET AFFILIATES ARE THIRD-PARTY BENEFICIARIES.** AFFILIATES OF NEXT NET ARE NOT PARTIES TO THIS ARBITRATION AGREEMENT BUT ARE INTENDED THIRD-PARTY BENEFICIARIES OF YOUR AGREEMENT WITH US TO RESOLVE DISPUTES THROUGH ARBITRATION.

### **53. Indemnification**

To the maximum extent permitted by applicable law, you expressly agree to indemnify, defend and hold harmless Next Net, its affiliates, and its and their respective directors, officers, employees, agents, representatives, independent contractors and affiliates from and against any and all claims, damages, liabilities, actions, causes of action, costs,

expenses (including reasonable attorneys' fees), judgments or penalties of any kind or nature whatsoever arising from your use of Next Net Program or receipt of text messages in connection with Next Net Program, including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

#### **54. Applicable Law**

The law of the State of Florida including its statutes of limitations and without reference to any conflict of laws principles, shall be applied to any claim, matter, or dispute between the parties or when governing, constraining, or enforcing these SMS Terms, Next Net Program, or any text messages between you and Next Net or anyone acting on your or Next Net's behalf, or any of the rights, duties, or obligations of the parties arising from or relating in any way to the subject matter of these SMS Terms.

#### **55. Severability**

If any of these terms or conditions shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions.

#### **56. Contact Us**

If you have questions regarding these SMS Terms, you may reach us by calling 877-720-4684, by mail at 111 2nd Ave NE #1500 Saint Petersburg FL, 33701 United States, or by email at support@nextnext.ai.

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