Terms of Service

OVERVIEW

NexStream Technical Education, LLC (herein referred to as "NexStream", "NexStream Tech", "NexStream Tek", "Company", "we" or "us") provides the website at <u>www.nexstreamtek.com</u>. The use of the Website, including all information, tools, products and services ("Services") available to you, the user, is conditioned upon your acceptance and compliance with all the terms, conditions, policies and notices contained or stated herein ("Terms of Service" or "Terms").

These Terms of Service apply to all users of the Website, including without limitation users who are browsers, vendors, customers, merchants, advertisers, and/or contributors of content.

Please read these Terms of Service fully and carefully before accessing, using, or purchasing products from the Website. By accessing or using any part of the Website, you indicate your acceptance of the Terms and agree to be bound by the Terms of Service. If you do not agree to all the Terms, then you may not access the Website or use any of the Products or Services. If you have any questions regarding the Terms of Service, please contact us at info@nexstreamtek.com.

Any new features or tools which are added to the Website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this website. We reserve the right to update, change or replace any part of these Terms of Service. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

USE OF OUR SERVICES

Who may have access to our Services

By agreeing to the Terms of Service, you represent that you are of legal age and can form a binding contract with NexStream. The access to the Website or the use of our Products or Services by a minor who is your dependent is conditioned on your acceptance of the Term of Services and your consent to allow your minor the use of our Products or Services. By creating your or your minor's NexStream account or by your or your minor's use of the Website and our Products or Services, you agree to provide us with accurate and complete information, and you agree to update your information to keep it accurate and complete. Any use or access by anyone under the age of 13 is prohibited, and certain regions may have additional requirements and/or restrictions.

Intellectual Property and User License

All the contents, features and functionalities (including but not limited to lessons, quizzes, tests, assignments, hands-on projects, presentations, logos, images, illustrations, artwork, video and audio and the design and the arrangement of such material) presented at the Website are owned by NexStream, our Providers and our licensors and are protected under the United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary right laws.

You may not remove, delete, alter or in any way tamper with any copyright, trademark or other proprietary rights notices or markings from any copies of the material from the Website or distribution medium or repositories.

Company's name and any NexStream specific logo, infographics, icons, badges and all related names and slogans are trademarks of the Company or our affiliates and may not be used without the prior express written permission by us.

PRODUCT OFFERINGS

Unforeseen Events

The products offered by NexStream are in the form of courses, interactive lessons, assignments, presentations, assessments, hands-on projects (including but not limited to project instructions, tutorials, recipes, custom hardware and custom hardware kits) and content (collectively "Offerings") from NexStream instructors, industry experts, contractors and other providers ("Providers"). We strive to provide timely and accurate Offerings from our Providers; however, unforeseen events do occur. We, therefore, reserve the right to cancel, end, reschedule or modify any Offerings, or change the score or weight of any assignment, quiz or other assessment. Offerings are subject to the Disclaimers and Limitation of Liability sections below.

Disclaimer of Student-Partner Relationship

Nothing in these Terms or otherwise with respect to your participation in or completion of any Offerings at the facilities of any of our partners ("Partners"): (a) establishes any relationship between you and any Partners; (b) constitutes registration or enrollment in any Partner institution; or (c) entitles you to use the resources of any Partner Institution beyond the resources provided by the Partner for the purpose of the completion of the Offerings at the Partner institution.

YOUR SUBMISSIONS

User Contributions

Through our Services, we may provide you opportunities to share your content, such as homework, quizzes, exams, projects, other assignments you submit, posts to discussion groups, and the like (collectively "User Contributions"), with us, our instructors, and/or other users. All User Contributions must comply with User Contribution Rules set out in our User Contribution and Use Policy.

Any User Contribution shared by you is considered your intellectual property to the extent permitted by law, and you are responsible for its content. User Contributions do not include course content or other materials made available on the Website by our Providers.

Use of User Contributions

By providing a User Contribution, you grant NexStream a fully-transferable, royalty-free, perpetual, sublicensable, non-exclusive, worldwide license to reproduce, modify, distribute, translate, create derivative works based on, publicly perform, publicly display, and otherwise use or disclose to third parties any such material. This license includes granting NexStream the right to authorize Partners to use User Contributions. NexStream's rights to User Contributions shall not be restricted by anything in these Terms, for example under other licenses. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove User Contributions that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or the User Contribution Rules set out in our User Contribution and Use Policy.

User Feedback

Suggestions, comments, ideas and other feedback regarding our Services ("User Feedback") are encouraged and welcome by NexStream. If you provide Feedback, you grant us the right to the unrestricted use of the Feedback without any compensation to you. Accepting User Feedback does not waive our rights to use similar or related Feedback shared with us by our employees and Providers, or obtained through other means.

ENHANCED USER EXPERIENCE

NexStream strives to provide its users with the most effective educational experience possible. In order to achieve this goal, we conduct analysis and research in teaching and learning experiences, including but not limited to rate of content absorption, content retention, level of expertise, and mastery of skills. The research is necessarily performed based on data points related to learning activities, including but not limited to in-lesson quizzes, questions, tests or after lesson or course assignments, learning checkpoints, tests or evaluations (collectively "Education Data") automatically generated by our system. Your personal identity will not be publicly disclosed in any reports or findings without your express consent.

By using our Website and Services, you acknowledge and agree to our collection of the Education Data. With the best of our ability, we endeavor to keep per user Education Data confidential. NexStream cannot guarantee the prevention of unauthorized third-party access to our systems and Education Data. Please notify us immediately if you suspect or are made aware of a breach of our security or unauthorized access to your Education Data by emailing <u>mailto:info@nexstreamtek.com</u>.

PERSONAL INFORMATION

Your submission of personal information through the Website is governed by the policies outlined by the California Consumer Privacy Act (CCPA), referenced at: https://oag.ca.gov/privacy/ccpa. If any type of personal information is requested on the web site or volunteered by users, it is governed by state law, including California Civil Code section 1798 et seq., Government Code 11015.5, the California Public Records Act, and the Federal Privacy Act. This information may become a public record once it is provided and except for electronically collected information, it may be subject to public inspection and copying if not otherwise protected by federal or state law. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the stated Privacy Policy references.

SYSTEM SECURITY

If a user account is created, NexStream employs security measures to protect your account and related information. However, NexStream cannot guarantee unauthorized access to our systems. If, at any time, you suspect or are made aware of a compromise in our security system

or an unauthorized access to your or any other user's account, please notify us immediately by emailing <u>info@nexstreamtek.com</u>.

OPTIONAL TOOLS

We may provide you with or direct you to access third-party tools over which we neither have any control nor any input.

You acknowledge and agree that access to such tools is provided on an "as is" and "as available" basis without any warranties, representations or conditions of any kind and without any endorsement by us. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional third-party tools offered through the Website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services or features through the website (including, the release of new tools and resources). Such new features or services shall also be subject to these Terms of Service.

COPYRIGHT AND TRADEMARK INFRINGEMENT

NexStream takes copyright and trademark infringement claims seriously and strives to appropriately respond to such alleged claims in a timely manner. If in good faith, you know or are made aware of any material on our Services that might be infringing your copyrighted material, a request of removal of such material (or access thereto) from the Website may be submitted in writing in accordance with the Digital Millennium Copyright Act ("DMCA") the text of which can be found at http://www.copyright.gov/legislation/dmca.pdf. The written notice must include the following information:

- i. The physical or electronic signature of the owner of the exclusive right material that is allegedly infringed;
- ii. Identification of the copyrighted material allegedly claimed to have been infringed, or if the claim addresses multiple works on the Website, a representative list of such works;
- iii. Identification of the material believed to be infringing in a reasonably sufficient detail to provide us with enough information such that we can locate the material on our Services;
- iv. Your, or the complaining party's, name, postal address, telephone number, and email address (if available)

- v. A statement that you or the complaining party has a good faith belief that use of the material is not authorized by the copyright owner, its agent or the law;
- vi. A statement that the information in the written notice is accurate
- vii. A statement, under penalty of perjury, that you or the complaining party is authorized to act on behalf of the copyright owner.

DMCA notices and counter-notices can be sent to:

NexStream Technology Education, LLC Attn: Copyright Agent 12615 Darkwood Road San Diego, CA 92129

Or emailed to: info@nexstreamtek.com

ACCURACY OF INFORMATION

We do not make any claims about the content made available on the Website regarding the content's accuracy, completeness, usefulness or timeliness. The material on the Website is provided solely for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary sources of information. Any reliance on the material on the Website is considered to be taken at your own risk.

The Website may contain third-party content, including material contributed by other users. NexStream is not responsible, or liable to you or any third-party, for the content, or accuracy, completeness, usefulness or timeliness of any material contributed by other users or any third parties.

The Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right, but are not obligated, to modify the contents of the Website at any time. You agree that it is your responsibility to monitor changes to our site.

PAID PRODUCTS AND SERVICES

Certain products or services (e.g. online courses, coding templates, lectures, videos or other reference material) may be available exclusively online through the Website for a fee ("Paid Services"). All prices listed for Paid Services are in U.S. Dollars unless otherwise stated. You are responsible for paying all the fees, including any taxes when applicable, for your use of Paid Services. The payments are processed through the payment system associated with your choice

of Paid Services. The detail of the payment systems are provided in Payment Systems below. If your account is past due or your method of payment fails, we may collect fees using other collection mechanisms. Paid Services may be subject to refund only according to our **<u>Refund</u> <u>Policy</u>** detailed below.

Payment Systems

We use <u>Stripe</u>, a third-party payment system, to process payments for our paid Services. NexStream, however, does not store or maintain any credit card or payment information on its systems. For Stripe's Terms of Service and policies, please visit: <u>https://stripe.com/legal</u>

Modification to the Services and Prices

We reserve the right, but are not obligated, to limit the sales or modify prices of our Paid Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

All descriptions of products or product pricing are subject to change at any time without prior notice, at our sole discretion. We reserve the right to modify or discontinue any of our Paid Services (or any part of the content thereof) at any time without prior notice. Any update, modification, change or cancellation of any Paid Services (including but not limited to prices) is effective immediately upon posting on the Website for the relevant Paid Services. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Services (or any part thereof).

A refund may be available through our **Refund Policy** if any of the paid Services you are using is canceled, discontinued or otherwise terminated.

Any offer for any Paid Services made on the Website is void where prohibited.

Accuracy of Billing and Account Information

We may, at our sole discretion, refuse or cancel any purchase of Paid Services you place with us. We reserve the right to refuse or cancel purchases that, in our sole judgment, appear to be fraudulent and/or contain misleading or inaccurate information. In the event that we cancel an order, we may attempt to notify you by contacting the e-mail, billing address or phone number provided at the time the purchase was made.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our Website. You agree to promptly update your account and other information, including your email address, home address and phone number where applicable, so that we can contact you as needed.

THIRD-PARTY LINKS

Certain content, products or services available via our Website may provide you with the ability to view, access and/or use material or content from third-parties through links to websites and services maintained by third parties. These links are provided for your convenience only.

We are not responsible for examining or evaluating such third-party content, and cannot guarantee that such content will be accurate or free of objectionable or otherwise inappropriate material or of malware or other viruses harmful to your computer, mobile electronic device, or any files therein. NexStream accepts no liability or responsibility for any third-party materials or websites that you may access or use via our Services. We are also not responsible or liable for your inability to access or use materials, content, products, or services of such third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you use or purchase any of such third-party's services. Complaints, claims, concerns, or questions regarding third-party products should be directed to the relevant third-party.

USER CONTRIBUTION AND USE POLICY

At NexStream, our aspiration is to provide the best practical, industry relevant technical education to anyone in the world. At the core of this goal is the belief in preserving our users' freedom of speech and expression as well as our instructors' and Content Providers' academic freedom and creativity. We also believe that a safe and comfortable environment is fundamental to the promoting our users' and providers' freedom of expression and creativity. Therefore, we have put this policy in place and expect anyone accessing the Website and using our Services to abide by them.

User Contribution Rules

User Contribution Rules apply to all User Contributions shared with us through our Services. You are solely responsible for any User Contributions you make and their accuracy. We take no responsibility and assume no liability for any User Contributions shared by you or any third-party. We have the right, but not the obligation, to review, remove or edit any inappropriate User Contributions or activity identified by or reported to us.

We do not routinely undertake reviewing User Contributions before it is posted on the Website and cannot guarantee timely removal of any material that does not meet the rules outlined in this policy. We, therefore, assume no liability regarding our actions or inactions with regard to User Contributions or any material posted by any user or a third-party.

We may suspend, disable or terminate a user's account and access to all or part of the Services for violating any part of this policy or Terms of Service.

You agree that your User Contributions will not:

- (a) contain any libelous, obscene, indecent, abusive, harassing, violent, hateful, inflammatory or otherwise objectionable or unlawful material;
- (b) contain any material that promotes sexually explicit or pornographic content, or violence, or discrimination based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (c) violate or infringe upon our intellectual property rights or the intellectual property rights of any third-party, including patent, trademark, trade secret, copyright or other personal or proprietary rights;
- (d) promote any unlawful act, or offer, advocate, or promote assistance in any illegal activity;
- (e) harass, abuse, insult, harm, defame, slander, disparage, intimidate, or is likely to cause annoyance, alarm or needless anxiety for any other person or entity including NexStream Parties;
- (f) contain any computer virus or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website, our Services, or of any related website, other websites, or the Internet
- (g) use a false e-mail address, pretend to be someone else, or otherwise mislead us or third-parties as to the origin of any User Contributions;
- (h) misrepresent any information therein that would likely give the impression that the content was presented or endorsed by us, or any other person or entity
- (i) engage in sales of products, or otherwise any commercial activities;

Other Unacceptable Use and Practices

In addition to other prohibitions as set forth above and in our Terms of Service, you are prohibited from using the Website, or our Products or Services:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;

- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe the legal rights of others (including the right of publicity and privacy);
- (e) to submit false or misleading information;
- (f) to collect or track the personal information of others;
- (g) to spam, phish, pharm, pretext, spider, crawl, or scrape;

If an account is created, you are prohibited to:

- (h) share your account password, let anyone access or use your account, or cause anything that would place your account at risk;
- (i) attempt to access or use any other user's account;
- (j) send, knowingly receive, download, reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any content or material on the Website through which the Service is provided, without express written permission by us;
- (k) access, attempt to modify, tamper with, or use our system's non-public areas, without express written permission by us;
- (I) interfere with or circumvent the security features of the Website or our user authentication system or otherwise take steps to test or exploit the vulnerability of our Website or any related Providers' website, without express written permission by us;
- (m) impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity

DISCLAIMER OF WARRANTIES

WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES WILL BE ACCURATE OR RELIABLE.YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICES AT ANY TIME, WITHOUT PRIOR NOTICE TO YOU.YOU EXPRESSLY AGREE THAT YOUR ACCESS OR USE OF, OR INABILITY TO USE, THE SERVICES IS AT YOUR OWN RISK. THE SERVICES AND ALL PRODUCTS, CONTENTS AND MATERIAL DELIVERED TO YOU THROUGH THE WEBSITE ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED ON 'AS IS' AND 'AS AVAILABLE' BASIS FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL NEXSTREAM TECHNICAL EDUCATION, OUR SUBSIDIARIES, AFFILIATES, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, TEACHERS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS ("NEXSTREAM PARTIES") BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SERVICES, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY. NEXSTREAM'S TOTAL LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICES SHALL IN NO CASE EXCEED TEN U.S. DOLLARS (\$10) OR THE TOTAL AMOUNT OF FEES YOU PAID NEXSTREAM FOR YOUR USE OF PAID SERVICES DURING THE PAST SIX MONTHS, WHICHEVER IS GREATER.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING FROM YOUR USE OF THE SERVICES MUST BEGIN WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ENSUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless NexStream Parties harmless from any and all claims, liabilities, expenses, damages, and demands, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

GOVERNING LAW AND ARBITRATION

The Website and Services are provided and managed by NexStream Technical Education LLC which is a California company located in the County of San Diego. These Terms of Service and all

questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of California, United States of America, without giving effect to laws governing conflict of laws. You agree and accept that any legal action or proceeding shall be brought in the federal or state courts for the State of California, County of Santa Diego as the legal forum for any such proceedings.

You consent to voluntarily agree that for any dispute related to the Services where the total damages sought are less than ten thousand U.S. Dollars (\$10,000.00 USD), either NexStream or you may elect to resolve the claim through binding arbitration to be held in the County of San Diego, State of California, in accordance with the then-current rules of the American Arbitration Association ("AAA"). The election for arbitration may commence at any point during the dispute. Judgment may be entered on the arbitrator's decision in any court having competent jurisdiction.

GENERAL TERMS

Changes to Terms of Service

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service at any time by posting updates and changes to our Website. Changes are effective immediately upon posting to the Website. We will make all reasonable efforts to inform you of such changes through a banner on the Website, email notification or a combination thereof. Your continued use of or access to our Website or the Services following the posting of any changes to these Terms of Service, with or without notification, constitutes your agreement to and acceptance of all such changes.

Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall be interpreted so as to best accomplish the objectives of such provision and as such shall be enforceable to the fullest extent permitted by applicable law; the unenforceable portion shall be deemed to be severed from these Terms of Service; and such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms of Service.

Waiver

Company's failure to insist or enforce your strict adherence to any provision of these Terms of Service or its failure to exercise any rights or remedies that the company is entitled to under this policy shall in no way constitute a waiver of such rights or remedies and will not relieve you of your obligations to comply with such provision. No waiver of any provision in these Terms of Service is considered effective unless such waiver is expressly stated and communicated to you in a written notice by the Company.

Headings

Headings in the text of the Terms of Service are inserted for your convenience only and are not to be considered of any special meaning when interpreting this agreement.

Entire Agreement

These Terms of Service, together with policies and operating rules posted by us on the Website, constitutes the sole and entire agreement and understanding between you and NexStream and govern your use of the Services, superseding any prior or contemporaneous agreements, understandings, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service) with respect to the Website and our Services.

Termination

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our Website.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also terminate this agreement at our sole discretion any time without prior notice. You will remain liable for all amounts due for your use of any of our Paid Services up to and including the date of termination; and/or we may accordingly deny you access to our Services (or any part thereof).

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

CONTACT INFORMATION

If you have any questions or concerns arising from our Terms of Service, please contact us at info@nexstreamtek.com

REFUND POLICY

NexStream's refund deadlines, amounts and procedures are detailed in the subsections below and within this refund policy. Please note that the refund policies and procedures may differ for between our subscription program, individual products and product bundle purchases. Note that violations of our Terms of Service and subsequent suspension or termination of your account due to such violations does not entitle you to a refund of your purchase even if the request for a refund is made within the Refund Period. Additionally, not receiving a passing or otherwise satisfying grade in an Offering (including but not limited to online courses, assignments, tests, hands-on projects or Instructor Led Trainings or Seasonal Camps) does not entitle you to a late refund.

For any questions or clarifications on our Refund Policy, please contact us at <u>info@nexstreamtek.com</u>.

MONTH TO MONTH SUBSCRIPTION

If a Month-to-Month subscription is purchased, there are no refunds available. You will continue being charged for your month to month subscription at the beginning of each calendar month until you cancel or your subscription is discontinued by us. In order to cancel your subscription, you must inform us of your desire to cancel your month to month subscription by providing us with a written notice (via physical mail or email: <u>info@nexstreamtek.com</u>) before the 15th of the calendar month ("Subscription Cancellation Period").

Upon receiving your cancellation note within the Subscription Cancelation Period, your subscription will be cancelled effective the end of the calendar month during which the cancellation note was received. Your access to your subscription Offerings will continue until the end of that month, but you will not be entitled to a refund.

INDIVIDUAL PRODUCT PURCHASES

The Refund Period to receive a full refund for individual product purchases is the first 30 days of the purchase date, or before 30% of the completion of a training or seasonal camp session (if purchased), whichever is shorter.

For a full refund, written refund requests must be received by us within the Refund Period via either physical mail or email: <u>info@nexstreamtek.com</u>.