

## **TERM & CONDITIONS NEXGEN**

These Terms of Service ("Terms") govern your access to and use of the application and website (collectively, the "Application") ("Service") offered by NEXGEN, therefore Please read these Terms carefully before using the Service.

Reference to "you" in these Terms means you, your legally authorized representative, and any entity you may represent in connection with your use of the Services. Any reference in these Terms to NEXGEN will be deemed to have been made to NEXGEN.

We reserve the right, in our sole discretion, to amend these Terms from time to time, the modification will become effective upon posting the amendment to our App and will apply to the causes of action arising after the effective date of the change. You should continue to check the Application for changes. Your continued use of our Application or otherwise the Service after posting changes to these Terms will mean your acceptance of those changes. By accessing or using our Services, you acknowledge that: (i) you may form a binding contract with us; and (ii) you are over 18 years old because the Service is not intended for use by children under 18. If we find through reliable means that a registered user is a child under 18 years of age, we will cancel the account, that user's account and/or access to the Service. If you are using the Service on behalf of a company (or any other entity other than using it for personal purposes), you represent that you are authorized to enter into an agreement on behalf of the law individual and even be bound by these Terms if we have a separate agreement with the company.

Headings and footnotes used in these Terms are inserted for convenience only and shall not affect the meaning or interpretation of these Terms. Don't rely on our app for your financial decisions. The content on the website and other content is for convenience and information purposes only. Nothing in it should be construed as giving tax, legal, investment or accounting advice. The posting of any prospectus or any other information is not a recommendation or opinion for you to buy or sell any product or enter into any transaction.

## **DISCLAIMER**

NEXGEN is not intended to, nor does it provide, any investment or financial advice. For any financial or investment decision, you should conduct your own due diligence and research, in order to properly assess the benefits and risks of any investment or financial transaction. You should also seek the advice and guidance of qualified financial advisors, tax advisors, legal advisors and investment advisors, in connection with any investment or financial transaction.

## **ACCOUNT INFORMATION**

To access the Service, you will have to create an account. You hereby represent and warrant that the information you provide to NEXGEN upon registration (including information provided through your Linked Accounts, as defined below) (collectively, your "Account Information") is true, accurate, current and complete. You also agree that you will ensure that this Account Information is kept accurate and up to date at all times.

## **PRIVACY AND PASSWORD**

NEXGEN values and protects the privacy of your information. Please review the NEXGEN Privacy Notice, as it contains important information regarding your use of our Applications and Products.

Certain parts of the Site and Products are protected and require a user identification code ("user ID") and password for access. Unauthorized access or use of such portions of the Application is prohibited. You agree that you will notify NEXGEN immediately if you believe that a third party has obtained your user ID or password, or if you believe that any unauthorized access or use may have occurred. Notify NEXGEN by email at [contact@nexgen.com](mailto:contact@nexgen.com). For your protection, if NEXGEN believes that any unauthorized access may or has occurred, NEXGEN may terminate your account access without prior notice to you. You further agree that NEXGEN is authorized to follow any instructions received with your user ID and password and to consider such instructions as authorized by you.

## **LINKED ACCOUNTS AND SOCIAL NETWORKING SITES**

NEXGEN may, now or in the future, allow you to voluntarily link your account on the Services to your account(s) on third party services ("Linked Accounts") for the purpose of simplifying the sign-in process to your NEXGEN account. If you choose to link your account on the Service with a Linked Account, you are authorizing NEXGEN to store and use your first and last name, profile picture and email address, and to allow login your NEXGEN by authenticating you with a Linked Account.

## **USER CONTENT**

The Service may ask you to submit content such as text, photos, media, and other media content ("User Content"). By providing User Content to NEXGEN to make User Content available through the Service.

## **LICENSED BY YOU FOR NEXGEN**

By uploading User Content, you are granting NEXGEN a license to display, perform, and distribute your User Content, and to modify (for technical purposes) and reproduce the User Content. to enable NEXGEN to operate the Service. You agree that these rights and licenses are royalty-free, worldwide and irrevocable, and include the right to NEXGEN to make such User Content available and to transfer these rights to others without NEXGEN has contractual relationships in connection with the provision of NEXGEN Services, solely for the purpose of providing such services and to enable access to or disclosure of your User Content to third parties if NEXGEN determines that such access is necessary to comply with its legal obligations.

Idea

When you submit any ideas, suggestions, documents and/or suggestions relating to the Services (or other products or services) to NEXGEN through the Application or through any other channel or mechanism (collectively, "Contributions"), you acknowledge and agree that: (i) Your Contributions contain no confidential or proprietary information; (ii) NEXGEN assumes no obligation of confidentiality, express or implied, with respect to the Contributions; (iii) NEXGEN shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any manner; (iv) NEXGEN may have something similar to Contributions already under review or

in development; (v) Your Contribution automatically becomes the property of NEXGEN without NEXGEN having any obligation to you; and (vi) you are not entitled under any circumstances to any accounting, compensation or reimbursement of any kind from NEXGEN.

## **UNAUTHORIZED USE**

Do not misuse our Services. You agree not to use the Service or any aspect or feature of the Service for any unlawful purpose or in any manner that may harm, damage or discredit any other party. You agree that you will: (i) review and comply with these Terms and the Privacy Notice; (ii) comply with all applicable laws, including but not limited to, privacy laws, intellectual property laws, export control laws, tax laws and regulatory requirements; (iii) provide us with accurate information and update it as necessary; and (iv) act honestly and in good faith.

By using the Service, you agree not to: (i) create an account for anyone other than a natural person (unless you are a company, entity, legal entity or brand and represent the company or organization). such organization, legal entity or trademark); (ii) verbal abuse, threats, harassment, intimidation, libel, bullying, use of hate speech or threats to harm any employee or agent of the company; (iii) attempt to use someone else's account or create a false identity; (iv) copy, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer the information found in the Service, unless otherwise authorized permitted in these Terms or as expressly authorized by us; (v) reverse engineer, decompile, disassemble, decompile or attempt to derive the source code for any underlying intellectual property used to provide the Services or any part thereof; (vi) use or copy information, content or any data you view or obtain from the Service to provide any service that competes, in our sole discretion, with the Service ; (vii) adapt, modify or create derivative works based on the Service or its underlying technology, in whole or in part; (viii) rent, lease, lend, trade, sell/resell any information in the Service, in whole or in part; (ix) use the communication system provided by the Service for any commercial solicitation purposes; (x) sell, finance or monetize any service or function within the Service without our express written consent; (xi) remove any copyright, trademark or other proprietary rights notices contained in or on the Services (whether by us or our licensors'); (xii) remove, conceal or obscure any

form of advertising contained on the Service; (xiii) collect, collect, use, copy or transmit any information, including, without limitation, personally identifiable information obtained from the Services (excluding User Content of you and unless the owner of such information has expressly consented to it); (xiv) share other users' or third party's information or their User Content without their express consent; (xv) infringes or uses our trademarks, logos or trademarks in any business name, email or URL unless expressly authorized by us; (xvi) use or launch any manual or automated system or software, device, scripting robot, other means or process to access, "collect information", "set cache", "crawlers", or any other websites or services included in our Services, or to access the Services in a way that sends more request messages to our servers in a given amount of time that a human could reasonably generate in the same amount of time using a regular online web browser; (xvii) use bots or other automated methods to access the Service, add or download contacts, send or redirect messages, or perform other similar activities through the Service; (xviii) access, through automated or manual means or processes, the Service for the purpose of monitoring its availability, performance or functionality for any competitive purpose; (xix) engage in "framing", "reproducing" or simulating the appearance or functionality of the Application; (xx) attempt to access or actually access the Service by any means other than through the interfaces provided by us. This prohibition includes accessing or attempting to access the Service using any third-party services, including software-as-a-service platforms that aggregate access to multiple services; (xxi) engages in any action that directly or indirectly interferes with normal operations or places an unreasonable load on the Service's infrastructure, including but not limited to sending unsolicited communications to other users or our employees, attempts to gain unauthorized access to the Service, or transmits or activates a computer virus, time bomb, or any other harmful or potentially harmful software program. any other harm through or on the Service; and/or (xxii) Interfere with or disrupt or game the Services, including, but not limited to, any servers or networks connected to the Services or the underlying software.

### **THIRD PARTY LINKS, SITES AND SERVICES**

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities not owned or controlled by us. We are not affiliated with such websites, do not endorse them, do not control such

websites, and are not responsible and/or liable for the content, privacy policies or practices of any any third party website. In addition, we will not and cannot censor or edit the content of any third party websites.

If you access any third-party websites, services or content from our Services, you do so at your own risk. By using the Services, you release us (and our owners, employees, agents, affiliates and/or licensors) from any and all liability arising from your use of any third party websites, information, materials, products or services. Accordingly, we encourage you to take note when you have left the Application and read the terms and conditions and privacy policy of every website you visit.

## **INTELLECTUAL PROPERTY**

Unless otherwise specified, all intellectual property, in particular copyright and trademark rights, and similar rights in information, text, graphics, icons, features or functionality, and The layout (including the "look and feel") contained on NEXGEN is the exclusive property of NEXGEN, and may not be copied, reproduced, posted, transmitted, or distributed in whole or in part, in any form. (electronic or in writing) first without the express written consent of NEXGEN. Nothing on NEXGEN should be construed as granting a license or any other right to use any copyright, trademark or logo. Furthermore, downloading or printing any material on NEXGEN will not result in the transfer, express or implied, of any rights.

## **INFORMATION INTENDED FOR USERS UNDER THE AGE OF 18**

We do not knowingly collect personal information from anyone under the age of 18. If we become aware that we have collected Personal Data from someone under the age of 18, we will take steps to remove that information from our records.

## **RESTRICT LOCAL ACCESS**

Users of countries/regions that are prohibited from using cryptocurrencies may not access or use NEXGEN. If you access and use NEXGEN in a restricted area

on your own initiative, you are solely responsible for compliance with applicable local laws and regulations that apply to you.

## **LIMITED**

To the fullest extent permitted by law, the Service is Available "As is". YOU UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICE AND YOUR PURCHASE AND USE OF ANY PRODUCTS OR SERVICE IS YOUR ONLY RISK. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE OPTIMUM PERMITTED BY LAW, NEXGEN EXPRESSLY disclaims ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, EXCLUDING IMMEDIATELY AND CONDITIONS WARRANTY NOW. (b) NEXGEN DOES NOT WARRANT THAT (i) THE SERVICE WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERRORS FREE; OR (iii) ALL ERRORS IN THE SOFTWARE OR SERVICE WILL BE REPAIRED. (c) ANY DOCUMENTS DOWNLOADED OR OTHER AWAY THROUGH THE USE OF THE SERVICE IS AT YOUR OWN DECISION AND RISK AND YOU RESPONSIBLE FOR YOUR RESPONSIBILITY OR OTHER DEVICE OR LOSE DATA FROM DOWNLOADING OR USE OF ANY MATERIAL DAMAGE. (d) NO ADVICE OR INFORMATION, ANY WARRANTY OR WRITTEN, BEING YOU GET FROM NEXGEN OR THROUGH OR FROM THE SERVICE WILL MAKE ANY WARRANTIES OF ANYTHING OF ANY OTHER WRITTEN . YOU CLEARLY UNDERSTAND AND AGREE THAT NEXGEN WILL NOT BE RESPONSIBLE TO YOU FOR ANY TIME DIRECT, ACCURATE, ANY, DIFFERENT, UNIVERSAL, UNIQUE CONSEQUENCES , USE OF DATA, OR OTHER RELATED Loss FROM: (i) USE OF OR ANNOUNCEMENT OF USE OF THE SERVICE ; (ii) INvalid ACCESS OR LOSS, REPAIR OR CHANGE OF THE USER'S TRANSMISSIONS, CONTENTS OR DATA; (iii) THE REPORT OR STRUCTURE OF ANY THIRD PARTY ON OR USE OF THE SERVICE, OR PROVISION OF ANY SERVICE RELATED TO OPERATION OF THE SERVICES; (iv) NEXGEN'S ACTIONS REGARDING YOUR ACCOUNT INFORMATION AND ANY CHANGES OR NOTICE RECEIVED; (v) YOU CANNOT PROTECT THE SECURITY OF ANY PASSWORD OR ACCESS TO YOUR ACCOUNT INFORMATION; (vi) BEHAVIOR OR MISSION OF

ANY THIRD PARTY USING OR Integrating with the SERVICE; (vii) TERMINATION OF YOUR ACCOUNT FOLLOW THE TERMS OF THESE TERMS; OR (viii) ANY OTHER PROBLEM RELATED TO THE SERVICE. IN ANY EVENT AND WITHOUT LIMITATION OF THE GENERAL OF THIS SECTION FOR EXCEPTIONS PERMITTED BY LAW, YOU AGREE THAT TOTAL LIABILITY TO OUR TOTAL LIABILITY TO ALL (IF YES) YOU PAY FOR 6 MONTH IMMEDIATELY BRING A COMPLAINT TO US OR RELATED TO OUR. NONE OF THESE TERMS (INCLUDING LIMITATION OF LIABILITY TERMS) MAY EXCLUSIVE OR LIMITATE ANY CONDITION, WARRANTIES, RIGHTS OR LIABILITY OF LIABILITY, LIMITATION OF LIABILITY, DISCLAIMER LEGAL LIMITS. SOME LEGAL PROVISIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES OR CERTIFICATE CONDITIONS OR LIMITATION OR EXCLUSION OF LEGAL LIABILITY FOR DAMAGE OR DAMAGES OR DAMAGES, OR CONCEPT OF TERMS IMPACT OR EFFECTS. TROUBLESHOOTING, LEGAL LIABILITY ONLY AND OTHER LIMITS PERMITTED BY LAW YOURSELF (IF ANY) WILL APPLY TO YOU AND OUR LIABILITY IS LIMITED TO THE LAW.

## **1. Assignment**

NEXGEN reserves the right, in its sole and absolute discretion, to assign, sublicense or commit in any way any of its rights and obligations under these Terms to any third party. without notifying you or obtaining your consent. You may not assign, assign, authorize, sublicense or commit in any way any of your rights or obligations under these Terms.

## **2. Indemnify**

You agree to defend, indemnify and hold harmless us, our affiliates, and our owners, employees, agents and/or licensors, and against any and all all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorneys' fees) arising from: (i) your use of the Service; (ii) you breach these Terms; (iii) you infringe any third party rights, including but not limited to copyright, property, right of publicity or privacy; includes all actions taken in your account.



## **OTHER**

You agree to notify you of any notices relating to the Terms and of any agreements, notices or any other matter relating to your use of accounts or services of this Website through electronic means, such as by email, posting on the website... NEXGEN is not responsible for any failure to receive such notice due to transmission of information or other reasons.

## **GENERAL**

**Partial validity.** If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be executed and enforced to the fullest extent permitted by law. allowed to reflect as closely as possible the original intent of that provision, and the remaining provisions of these Terms will continue in full force and effect.

**Entire agreement.** These Terms constitute the entire agreement between you and us with respect to the subject matter herein, and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements.

**Except.** We will not waive, yield, renew, represent, change, supplement or negate these Terms or these Terms, without effect unless authorized by our representative. agree to do so explicitly and in writing. Our failure to request performance of any provision of these Terms shall not constitute a waiver of any of our rights under these Terms.

**Relationship.** These Terms do not create any agency, partnership, employment or fiduciary relationship between you and us.

