

Terms and Conditions of Service

Effective Date: October 1, 2025

These Terms and Conditions of Service ("Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you" or "User"), and **nextMEDIA, Inc.** ("Company," "we," "us," or "our"), concerning your access to and use of the **nextmediadigital.com** website and any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the "Site").

You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

1. Use of the Site

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

1.1 Accounts and Termination

The Site does not require user registration or accounts. However, we reserve the right to deny access to the Site or terminate your use of the Site for any reason, including, but not limited to, **Violation of Terms** or **Illegal activity**.

2. Intellectual Property Rights

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

2.1 User-Generated Content

The Site allows users to submit **Reviews**. By posting, linking, storing, sharing, and otherwise making available any content, data, or materials (collectively, "User Content") on the Site, you grant us a **worldwide right to reproduce and publish on social media** your User Content. You retain all ownership rights to your User Content, but you are required to grant us the rights to use it as described above.

You are solely responsible for your User Content and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content.

3. Products, Services, and Payments

We offer **Digital Products** for sale through the Site.

3.1 Payment Terms

We accept payment via **Major credit cards, ACH, and Zelle**. You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order.

3.2 Refund and Cancellation Policy

All sales are final. Services may be cancelled with a **60-day notice**. Please refer to your specific service agreement for detailed cancellation procedures.

3.3 Disclaimers for Products and Services

You acknowledge and agree that **Results vary by customer and service contracted**. We make no guarantee that you will achieve any specific results from the use of our services or digital products.

4. Disclaimers and Limitation of Liability

4.1 General Disclaimer

Notwithstanding your answer in the questionnaire, we must include a standard disclaimer regarding the nature of the Site. The Site is provided on an "AS IS" and "AS AVAILABLE" basis. We do not warrant that the Site will be uninterrupted, error-free, or completely secure.

4.2 Limitation of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE OR OUR SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY CLIENT OVER THE PAST 12 MONTHS.

5. Governing Law and Dispute Resolution

5.1 Governing Law

These Terms and your use of the Site are governed by and construed in accordance with the laws of the **State of Florida**, applicable to agreements made and to be entirely performed within the State of Florida, without regard to its conflict of law principles.

5.2 Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us, you agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one party to the other. Notice must be sent to: info@nextmediadigital.com.

5.3 Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website (www.adr.org). The arbitration will take place in **Miami, FL**.

5.4 Class Action Waiver

The parties agree that any arbitration shall be limited to the Dispute between the parties individually. To the full extent permitted by law, **no arbitration or other proceeding shall be joined with any other, and no class arbitration proceedings shall be permitted**. You agree to a **Class Action Waiver**, meaning you waive your right to participate in a class-action lawsuit against us.

6. Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice.

6.1 Notification of Changes

We will notify users of any changes to these Terms **via email**. It is your responsibility to ensure your email address is current and to review these Terms periodically to stay informed of updates.

7. Contact Us

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

nextMEDIA, Inc. Email: info@nextmediadigital.com