

Terms of Service

Acceptance of Terms

By using The Next UX (collectively with its subsidiaries, “TNUX”, “we”, “us”, or “our”) website, including any version of our website compatible with mobile devices (collectively, the “Site”) and service (“Service”), you signify that you have read, understand and agree to be bound by the following terms and conditions (“Terms of Use”). If you do not agree to be bound by these Terms of Use, you are not permitted to use or access the Site or Service in any way.

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You agree that all information you provide during your use of the Site or Service is governed by TNUX’s Privacy Policy (currently available at <https://www.thenextux.com/privacypolicy.html>) (the “Privacy Policy”), and you consent to all actions TNUX takes with respect to your information consistent with the Privacy Policy.

All opportunities provided by TNUX and its affiliates are at TNUX’s discretion. TNUX is not responsible or required to provide opportunities unless they are a collective benefit to all parties represented. TNUX has the right to remove any

contact information or other identifier, whether chosen by you or provided by TNUX in their resources, at any time in TNUX's sole discretion for any or no reason, including if, in TNUX's opinion, you have violated any provision of these Terms of Use.

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Indemnification

You agree to defend, indemnify, and hold harmless TNUX, its affiliates, licensors, and service providers, and its officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, any use of the Site other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

Prohibited Uses

It is a condition of using the Site and Service that you do not:

- (a) restrict or inhibit any other user from using or enjoying the Site or Service;
- (b) use the Site or Service to post or transmit any unlawful, defamatory, obscene, vulgar, pornographic, profane or indecent content of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or

otherwise violate any local, state, national or international law;

(c) use the Site or Service to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or which is protected by copyright, trademark, or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder;

(d) use the Site or Service to post or transmit any information, software or other material that contains a virus or other harmful component; or

(e) use the Site or Service to post, transmit or in any way exploit any information, software or other material for commercial or advertising purposes.

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Modification of Terms

TNUX reserves the right, at its sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. Changes to these Terms of Use will be posted on this page and will indicate at the top of this page the date these terms were last revised.

Continued use of the Site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Site. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes.

General Information

These Terms of Use constitute the entire agreement between you and TNUX regarding the use of the Site, superseding any prior agreements between you and TNUX regarding use of the Site. The failure of TNUX to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision in that or any other instance.

These Terms of Use are governed and interpreted pursuant to the laws of the State of Texas, notwithstanding any principles of conflicts of law. All disputes arising out of or relating to these Terms of Use will be finally resolved by arbitration conducted in the English language in Austin, Texas under the

commercial arbitration rules of the American Arbitration Association. The parties will appoint as sole arbitrator a retired judge who presided in the State of Illinois. The parties will bear equally the cost of the arbitration (except that the prevailing party will be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator will be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement, and TNUX will be entitled to seek injunctive relief or other equitable remedies from any court of competent jurisdiction.

If any provision of these Terms of Use is held invalid, the remainder of these Terms of Use will continue in full force and effect. If any provision of these Terms of Use is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions.

EFFECTIVE DATE: February, 2020