

NEXT LEVEL NINJAS PROGRAMMES TERMS AND CONDITIONS OF USE

(THIS IS IMPORTANT — PLEASE READ)

Please read these Terms and Conditions of Use ("**TOU**") carefully.

If you do not agree with these TOU, you may not use the Programme.

As used in these TOU, the term "**Releasees**" is defined to include the following: (i) Next Level Ninjas, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, coaches, representatives, successors and assigns (collectively "**the Company**"); (ii) any Company volunteers; (iii) Tanya Soto (iv) Jessenia Soto.

1. The Programme

As part of the Program, you will receive the services outlined on the web page where you register, or listed in your member portal. The Company may modify the services and elements included in the Programme from time to time, in its sole discretion, in order to provide updated content and materials, respond to member feedback or improve the programme. The Company reserves the right to offer additional programme elements from time to time, for any subgroup of participants. These additional programme elements are a bonus, not a part of the services included in the base version of the programme. The selection of the participants who may participate in any additional programme elements is at the sole discretion of the Company.

2. Participants

You are only eligible to join the programme if you are at least eighteen (18) years of age. Some of the content in this programme may not be appropriate for children. Company hereby disclaims all liability for use by individuals under the age of eighteen (18).

3. Payment

You agree to the fees and payment schedule selected at checkout and authorise the Company to charge monthly automatic recurring payments from the payment method you provide at checkout. The recurring monthly payment will be charged to your card on the same calendar day each month. If, for example, you join on April 28, 2022, your card will be charged again on May 28, June 28 and so on until you terminate your participation in the programme. You can cancel at any time before the next month's payment is charged by sending an email to

support@nextlevelninja.co. If payment is not received when due, the Company reserves the right to terminate your access to the programme and all content, as defined below, immediately and permanently. If you fail to make any payment in a timely manner the Company reserves the right to charge a late fee on all balances more than thirty (30) days overdue. You agree to reimburse the Company for all collection and/or legal fees and expenses necessitated by lateness or default in payment.

4. Refunds

Your satisfaction with the programme is important to us. However, because of the extensive time, effort, preparation and care that goes into creating and providing the programme we have a no refund policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our programme and no refunds will be provided to you at any time. By using and/or purchasing our programme, you understand and agree that all sales are final and no refunds will be provided.

5. Promotional Codes

The Company may, from time to time in its sole discretion, offer certain promotional codes for discounts. Promotional codes only apply to qualifying items. Promotional codes are limited time offers. Promotional codes are non-transferable and may not be resold. Promotional codes are not redeemable for cash, credit or and cannot be applied toward previous purchases. There is no cash alternative. Furthermore, promotional codes cannot be used in conjunction with any other offer or promotional discount and must be redeemed by the date published, if provided. Lost promotional codes cannot be replaced. Limit one promotional code per participant. Promotional codes are void where prohibited. The Company may terminate or modify any promotional codes at any time in its sole discretion, regardless of whether a participant receives the code directly from the Company or from a third party.

6. Intellectual Property Rights

The words, videos, voice and sound recordings, training materials, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through the Company website, any third-party website the Company may use to distribute or host the programme and contained in e-mails sent to you by the Company, as well as the look and feel of all of the foregoing ("**the Content**") is property of the Company.

This means you may view, download, print, email and use one copy of individual pages of the Program and Content for your own personal purposes or your own business only.

You may not republish, reproduce, duplicate, copy, sell, display, disclose, distribute to friends, family, or any other third party, or otherwise use any material from the Program or Content for commercial purposes or in any way that earns you or any third party money.

7. Your Conduct

You agree you will not pitch, promote, market, or sell any other products, groups, programs, or events to Program participants on any Company website or third-party forums operated by the Company, whether or not officially sanctioned, owned, or operated by the Company. You agree to exhibit appropriate behaviour at all times. This includes, respect for other people, equipment, facilities or property. The Company may dismiss you, without refund, if your behaviour endangers the safety of or negatively affects the programme or any person, facility or property.

8. Username and Password

To access certain features of the programme, including any private membership areas, you may need a username and password. It is your responsibility to inform the Company before the programme start date if you do not receive an email containing your password to access the programme. You agree to keep your username and password confidential.

9. Termination or Cancellation

The Company reserves the right in its sole discretion to refuse or terminate your access to the Program and Content, in full or in part, at any time without notice and without refund, if you breach any part of these TOU.

10. Personal Responsibility, Assumption of Risk, Release, Disclaimers

- You are voluntarily participating in the programme and assume all risk of injury, illness, damage, or loss to you or your property that might result, whether arising out of the negligence of releasees or otherwise.
- You agree to complete all tasks assigned during the programme, including but not limited to watching or listening to videos, completing workbook assignments and attending coaching sessions.
- You agree that your relationship with the Company is that of a coach-client relationship and that no other professional relationship has been established.
- You agree that coaching is not to be used as a substitute for professional advice of any kind, including medical, mental or other qualified professional help and you agree to seek professional guidance for such matters, should they arise, independent of the coaching relationship.

11. Earnings and Results Disclaimer:

You agree that the Company has not made and does not make any representations about the earnings or results you may receive as a result of your participation in the programme. The Company cannot and does not guarantee that you will achieve any particular result or earnings from your use of the programme and you understand that results and earnings differ for each individual.

12. General Provisions

The Company may modify the terms of this TOU at any time. All modifications will be effective immediately. Participants shall be notified of modifications to these TOU when accessing the programme. If any provision of this TOU is held invalid or unenforceable, the remainder of this TOU will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision.

This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This TOU supersedes all prior written and oral representations.

By signing up for the programme, you are providing the electronic equivalent of your signature and assert that you have read, understood and agreed to this entire document. If you do not agree with these TOU, do not purchase or use the Program or Content. Updated on May 5, 2023.