NEXUS REWARDS

TERMS & CONDITIONS — VERSION 2.0

Effective Date: May 28, 2026

SECTION 1 — DEFINITIONS

As used throughout these Terms & Conditions, the following terms have the meanings set forth below:

"Company" — Nexus Rewards and its officers, directors, employees, agents, successors, and assigns.

"Member" — Any individual or entity that has enrolled in a Nexus Rewards membership subscription.

"Customer" — Any individual who purchases products or services from the Company or an Independent Distributor without enrolling as a Member or Distributor.

"Independent Distributor" or "Distributor" — A Member who has elected to participate in the Compensation Plan and sponsor others into the program.

"Enrollment" — The act of completing a registration form, purchasing a subscription, or otherwise agreeing to these Terms & Conditions.

"Subscription" — A recurring monthly or annual fee paid by a Member for access to Nexus Rewards benefits and services.

"Downline" — All Members and Distributors enrolled in the organizational structure beneath a given Distributor's position.

"Compensation Plan" — The current commission and bonus structure published by the Company, which may be updated from time to time.

"Household" — Individuals residing at the same primary residential address.

"Grocery Pro Platform" — The suite of technology tools, applications, content, and systems marketed under the Nexus Grocery Pro brand.

"Effective Date" — The date on which a Member completes enrollment or, for existing Members, the date on which a revised version of these Terms & Conditions is published and made available.

SECTION 2 — INTRODUCTION AND ACCEPTANCE OF TERMS

These Terms & Conditions ("Agreement") constitute a legally binding contract between Nexus Rewards ("Company") and any Member, Customer, or Independent Distributor (collectively, "Participant") who enrolls in, purchases from, subscribes to, accesses, or otherwise participates in any Nexus Rewards program, platform, or service.

By completing enrollment, making a purchase, activating a subscription, accessing the Company website or mobile applications, or by any act of participation in Company programs, the Participant unconditionally accepts and agrees to be bound by this Agreement in its entirety, including all incorporated documents referenced herein.

The Company reserves the right to amend, modify, or update this Agreement at any time. Notice of material changes will be provided via email to the address on file and/or by prominent posting on the Company website. Continued enrollment, subscription, or participation following the effective date of any amendment constitutes acceptance of the revised terms. It is the Participant's responsibility to review this Agreement periodically.

If a Participant does not agree to any provision of this Agreement, their sole remedy is to discontinue participation and cancel their subscription in accordance with Section 4.

This Agreement incorporates by reference the Company's Policies and Procedures, the Compensation Plan, the Income Disclosure Statement, and any other operational guidelines published by the Company, all of which form part of this binding Agreement.

SECTION 3 — MEMBERSHIP, DISTRIBUTOR STATUS, AND INDEPENDENT CONTRACTOR RELATIONSHIP

3.1 Independent Contractor Status

Independent Distributors are self-employed independent contractors, not employees, agents, partners, joint venturers, or franchisees of the Company. Nothing in this Agreement shall be construed to create an employment, agency, or partnership relationship. Distributors have no authority to bind the Company to any obligation.

3.2 Eligibility

To enroll as a Member or Distributor, a Participant must:

- Be at least 18 years of age (or the age of legal majority in their jurisdiction, whichever is greater);
- Provide accurate and complete registration information;
- Maintain a valid payment method on file;
- Comply with all applicable local, state, and federal laws.

The Company reserves the right to deny enrollment or terminate any account that does not meet eligibility requirements.

3.3 No Purchase Necessary

No purchase is necessary to obtain information about the Nexus Rewards program. The purchase of products or services is not required as a condition of participation in the Compensation Plan, and no income is guaranteed or implied by enrollment alone. Participation in the Compensation Plan requires active sponsorship and retail sales activity as defined in the current Compensation Plan document.

3.4 Tax Responsibilities

Distributors are solely responsible for all federal, state, and local income taxes, self-employment taxes, and any other tax obligations arising from their participation in the Compensation Plan. The Company will issue IRS Form 1099 or other applicable tax documents where required by law. Distributors should consult a qualified tax professional regarding their obligations.

3.5 Compliance With Laws

All Participants must comply with applicable laws and regulations in their jurisdiction, including but not limited to consumer protection laws, income tax laws, anti-spam laws, and regulations governing direct sales and network marketing.

SECTION 4 — SUBSCRIPTIONS, BILLING, REFUNDS, AND CHARGEBACKS

4.1 Monthly Subscriptions

Membership is provided on a recurring monthly subscription basis. Subscription fees are billed automatically on the same calendar date each month using the payment method on file. By enrolling, the Participant authorizes the Company to charge their payment method for the applicable subscription fee each billing cycle.

4.2 Cancellation

A Participant may cancel their subscription at any time by contacting the Company through the cancellation process described on the Company website. Cancellation must be completed at least three (3) business days prior to the next scheduled billing date to avoid being charged for the following month. Cancellation takes effect at the end of the current paid billing period. No partial-month refunds are provided.

4.3 Refund Policy

The Company offers a satisfaction guarantee for new Members: a refund of the first month's subscription fee may be requested within thirty (30) days of the initial enrollment date by contacting Company support. After thirty (30) days, subscription fees are non-refundable. Product purchases may be subject to separate return and refund policies as described in the applicable product documentation.

4.4 Chargeback Policy

Initiating a chargeback, payment dispute, or reversal with a payment processor or financial institution for any properly authorized charge constitutes a material breach of this Agreement. Upon initiation of a chargeback, the Company reserves the right to:

- Immediately suspend or terminate the Participant's account and access to all services;
- Withhold all pending commissions and bonuses until the dispute is resolved;
- Recover the disputed amount plus any fees, costs, or penalties incurred by the Company as a result of the chargeback;
- Pursue collection through all available legal means.

Participants are encouraged to contact Company support to resolve billing concerns before initiating any payment dispute.

SECTION 5 — PRODUCTS, SERVICES, AND OPTIONAL WELLNESS OFFERINGS

5.1 Nexus Rewards Memberships

The Company offers membership subscriptions providing access to grocery savings tools, prescription discount programs, travel savings, bill reduction services, and related member benefits as described on the Company website.

5.2 Nexus Grocery Pro

Nexus Grocery Pro is a proprietary digital platform providing grocery savings education, tools, and resources. Access is provided as a licensed service and does not constitute a transfer of ownership in any technology, content, or intellectual property associated with the platform.

5.3 PyurLife Wellness Products

PyurLife wellness products are optional and available for separate purchase. **IMPORTANT HEALTH DISCLAIMER: PyurLife products are not intended to diagnose, treat, cure, or prevent any disease or medical condition. These statements have not been evaluated by the Food and Drug Administration.** Participants and Distributors must not make any disease claims, health claims, or therapeutic claims in connection with PyurLife products that have not been pre-approved in writing by the Company.

5.4 Product Claims and Testimonials

Participants may share honest personal testimonials regarding their experience with Company products and services, provided such testimonials are truthful, not misleading, and include any disclosures required by the FTC. Testimonials may not imply typical results unless supported by documented evidence.

5.5 FDA/FTC Compliance

All Participants are individually responsible for ensuring that any product claims, health claims, or income claims they make comply with applicable FTC guidelines, FDA regulations, and any other applicable law. Making unauthorized health claims or unapproved drug claims in connection with Company products is grounds for immediate termination and may expose the Participant to personal legal liability.

SECTION 6 — COMPENSATION PLAN AND INCOME DISCLOSURES

6.1 Compensation Plan

The Company makes available a Compensation Plan describing the commissions, bonuses, and other earning opportunities available to qualifying Distributors. The Compensation Plan is incorporated into this Agreement by reference. The Company reserves the sole right to modify, adjust, or discontinue any element of the Compensation Plan upon reasonable notice to Distributors.

6.2 No Guarantee of Earnings

EARNINGS DISCLAIMER: There is no guarantee of income of any kind from participation in the Nexus Rewards Compensation Plan. The success of any Distributor depends entirely upon that individual's effort, skill, time invested, market conditions, and other factors beyond the Company's control. Most Distributors earn little or no income. Results described in promotional materials represent exceptional cases and are not typical.

The Company publishes an Income Disclosure Statement (IDS) reflecting the actual earnings distribution across all active Distributors. The IDS is incorporated into this Agreement by reference and is available upon request and on the Company website. Distributors must make the IDS available to any prospective Distributor upon request.

6.3 Income Claim Restrictions

Distributors may not make income claims, lifestyle claims, or earnings projections that are inconsistent with the published Income Disclosure Statement. All income representations must be accompanied by the disclosure: "Results are not typical. For average earnings, see the Nexus Rewards Income Disclosure Statement."

SECTION 7 — SPONSORSHIP, ORGANIZATIONAL INTEGRITY, AND POSITION OWNERSHIP

7.1 Sponsorship Rules

Each new Member or Distributor may be enrolled under only one sponsor. Sponsor placement is permanent and may not be changed except as provided in Section 7.2. Distributors are responsible for the conduct and compliance of Members in their Downline.

7.2 Sponsor Changes

Nexus Rewards recognizes the importance of maintaining organizational integrity. Sponsor changes are generally discouraged and will only be approved under limited circumstances. A Distributor requesting a sponsor change must:

- Submit a written request to the Company;
- Provide written notification to the six (6) closest active upline Distributors whose commissions or organizational position may be impacted by the transfer, allowing those Distributors fourteen (14) days to submit a written objection for Company consideration;
- Pay a non-refundable Sponsor Transfer Fee of Two Hundred Dollars ($200);
- Comply with all other Company policies in effect at the time of the request.

If the Distributor has an active Downline organization at the time of the request, the Company may deny the request in its sole discretion. The Company retains final authority regarding all sponsor change requests regardless of whether objections are received.

A Distributor who voluntarily terminates their position may re-enroll under a sponsor of their choice after ninety (90) consecutive days of inactivity, provided:

- No business activity has occurred in the original position during the ninety (90) day period;
- The Distributor has not represented themselves as an active Nexus Rewards Distributor during the inactivity period;
- All Company materials, branding, and promotional activities have been discontinued during the inactivity period.

The Company retains final authority regarding all sponsor changes and position transfers.

7.3 Cross-Sponsoring Restrictions

Recruiting or enrolling existing Nexus Rewards Members or Distributors into another network marketing organization, or intentionally interfering with another Distributor's organizational relationships, constitutes a serious policy violation subject to immediate termination and forfeiture of commissions.

7.4 Multiple Accounts and Household Rules

Nexus Rewards permits up to three (3) Distributor and/or Member positions per Household. The Company recognizes that multiple adults may reside at the same address and may each wish to participate independently. However:

- Household positions may not be created for the purpose of manipulating the Compensation Plan;
- Household positions may not be used to circumvent sponsor relationships;
- Household positions may not be used to create artificial volume, bonus qualifications, or organizational advantages;
- The Company may investigate any pattern suggesting abuse of household positions.

The Company reserves the right to suspend, consolidate, terminate, or otherwise adjust positions determined to have been created primarily for Compensation Plan manipulation.

7.5 Position Transfers, Inheritance, and Termination

Distributor positions may be transferred to a qualified family member or business entity in cases of death or permanent disability, subject to Company approval and compliance with applicable laws. Voluntary termination of a Distributor account results in forfeiture of all rights to future commissions. Post-termination obligations under Sections 9, 10, and 11 survive termination as specified in Section 13.3.

7.6 Company Organizational Assistance, Matrix Realignment, and Structural Adjustments

The Company reserves the right, at its sole discretion, to assist, reward, realign, restructure, reassign, compress, or otherwise modify organizational structures, matrix positions, genealogy placements, and Downline relationships in order to:

- Support Company growth;
- Reward leadership and recognize business-building activity;
- Improve organizational performance;
- Facilitate Compensation Plan changes;
- Conduct special promotions;
- Correct administrative or structural issues.

The Company may place existing or future Members and Distributors beneath designated leaders or organizations as part of Company initiatives. The Company will provide reasonable advance notice of material organizational realignments where practicable.

Any such placement, adjustment, assistance, or organizational support shall not create a vested property right and may be modified, reversed, reassigned, or removed at any time. The Company may withhold, deny, reverse, or adjust commissions associated with any discretionary placement if it determines that the intended leadership, business-building, or organizational objectives have not been met. All decisions regarding organizational structure shall be final.

SECTION 8 — ADVERTISING, MARKETING, SOCIAL MEDIA, AND ONLINE PROMOTION

8.1 Approved Marketing Practices

Distributors may promote Nexus Rewards using Company-approved materials. All marketing materials that are not pre-approved by the Company must include the disclosure: "[Name] is an Independent Distributor of Nexus Rewards. This is not an official Nexus Rewards corporate communication."

8.2 Social Media Rules

Distributors may maintain social media pages promoting their Nexus Rewards business provided such pages clearly identify the Distributor as an independent representative and do not imply corporate ownership or official Company affiliation. Pages must not use Company trademarks in usernames, handles, or page names without written authorization.

8.3 Website Policies

Distributors may not create websites that could be mistaken for official Company websites. Replicated websites provided by the Company must be used as-is and may not be altered in ways that violate Company guidelines.

8.4 CAN-SPAM and Anti-Spam Compliance

All email marketing conducted by Distributors must comply with the CAN-SPAM Act and any applicable state or international anti-spam laws. This includes providing a valid physical address, a clear opt-out mechanism, and honoring opt-out requests within ten (10) business days. Distributors may not use purchased or harvested email lists in ways that violate applicable law.

8.5 Income and Product Claim Restrictions

All income claims, product claims, and lifestyle representations in marketing materials must comply with Sections 5.4, 5.5, 6.2, and 6.3 of this Agreement. Misleading claims are grounds for immediate termination.

SECTION 9 — INTELLECTUAL PROPERTY AND BRAND PROTECTION

The following names, marks, materials, and assets are proprietary intellectual property of Nexus Rewards and are protected under applicable trademark, copyright, and trade secret law:

- Nexus Rewards - nexusrewards.com
  My Nexus Rewards - mynexusrewards.com
- Nexus Grocery Pro - nexusgrocerypro.com
- My Grocery Pro- mygrocerypro.com
- Grocery Pro Savings Tool
- Grocery Pro Estimator
- Grocery Pro App
- NXR Builder - nxrbuilder.com
- Nexus VIP Travel - nexusviptravel.com
  Nexus YouTube - nexusyoutube.com
- Nexus Snap – nexussnap.com
- Nexus Bill Reduction – nexusbillreduction.com
- My NXRx – mynxrx.com
- My Nexus Login – mynexuslogin.com
- Nexus Benefit Hub
- My Auto Builder – myautobuilder.com
- Automatic Builder – automaticbuilder.com
- Nex Avatar, Nex Character, Nex Voice, and Nex Likeness
- Nex Image Library, Nex Scripts, Nex Audio Recordings, and Nex Video Presentations
- Company logos and trademarks
- Company graphics and visual identity
- Audio recordings and video content
- Training materials and presentations
- Reports and proprietary data compilations

The Nex character, likeness, voice, image, artwork, animations, scripts, audio recordings, videos, and related branding elements are proprietary intellectual property owned exclusively by Nexus Rewards and may not be copied, reproduced, modified, distributed, licensed, sold, or used in any form without prior written authorization from the Company.

Participants and Distributors may not:

- Represent themselves as corporate representatives or officers of Nexus Rewards;
- Create websites, social media accounts, or materials that imply corporate ownership;
- Use Company trademarks in domain names, URLs, usernames, handles, or business names without prior written consent;
- Register domain names that are confusingly similar to any Company brand name;
- Use Company branding, logos, or marks in any manner not expressly authorized in writing.

Unauthorized use of Company intellectual property may result in immediate account termination, forfeiture of commissions, and pursuit of all available legal and equitable remedies.

SECTION 10 — GROCERY PRO SOFTWARE, DATA, AND TECHNOLOGY PROTECTION

The following are proprietary technology assets of Nexus Rewards, protected under applicable copyright, trade secret, and intellectual property law:

- Grocery Pro Savings Tool
- Grocery Pro Roadmap
- Grocery Pro Blueprint
- Personalized Savings Assessment and scoring systems
- Grocery Pro mobile applications and PWA applications
- Grocery Pro databases and data structures
- Flyer aggregation systems and store preference systems
- Recommendation engines and savings calculation algorithms
- Questionnaires, workflows, and business logic
- AI-assisted systems and prompt frameworks
- User interface designs and source code

Participants may not, directly or indirectly:

- Copy, scrape, harvest, or download any content or data from the Grocery Pro platform;
- Reproduce, reverse engineer, clone, replicate, or decompile any platform technology;
- Distribute, sell, license, or sublicense any platform content or functionality;
- Create derivative works based on any Company technology, content, or methodology;
- Access platform systems through automated means, bots, or unauthorized scripts.

Participants may not use outputs generated by the Grocery Pro Savings Tool, Grocery Pro Blueprint, Grocery Pro Roadmap, Personalized Savings Assessments, Grocery Pro Reports, or Grocery Pro Recommendations to create competing products, software, applications, consulting services, educational programs, training systems, websites, publications, or commercial offerings of any kind. The methodologies, scoring systems, recommendation logic, workflows, calculations, business rules, and user experience architecture underlying the Grocery Pro platform constitute proprietary intellectual property of Nexus Rewards.

Access to the Grocery Pro platform is licensed, not sold. A license to access the platform does not convey any ownership interest in the underlying technology, content, or intellectual property.

10.6 Authorized Access and Device Limitations

Access to Grocery Pro, including any mobile application, Progressive Web App (PWA), website, or software platform, is licensed solely to active Members in good standing. A Member account may be authorized on up to five (5) personal devices.

The Company reserves the right to:

- Limit device registrations;
- Require reauthentication at any time;
- Verify account ownership;
- Suspend access pending verification;
- Revoke access for credential sharing, unauthorized account sharing, abuse, fraud, or misuse, without prior written notice except where advance notice is practicable and would not compromise the Company's ability to prevent ongoing harm.

Access rights are personal, non-transferable, and revocable at the Company's discretion. The Company will provide reasonable advance notice of access revocation where practicable and where immediate action is not required to prevent fraud or unauthorized access.

SECTION 11 — CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information disclosed by the Company to a Participant in connection with this Agreement, including but not limited to Downline reports, Member data, commission structures, internal training materials, proprietary methodologies, technology documentation, and business strategy.

Participants agree to: (i) hold all Confidential Information in strict confidence; (ii) not disclose Confidential Information to any third party without the Company's prior written consent; and (iii) use Confidential Information solely for the purpose of conducting their authorized Nexus Rewards business. These obligations survive the termination or cancellation of a Participant's account for a period of five (5) years.

SECTION 12 — DATA PRIVACY, COMMUNICATIONS, AND APPLICABLE REGULATIONS

12.1 Data Collection and Use

By enrolling, Participants consent to the collection and use of their personal information as described in the Company's Privacy Policy, which is incorporated herein by reference. The Company collects name, address, email, payment information, and usage data necessary to provide services and operate the Compensation Plan.

12.2 Applicable Privacy Laws

The Company is committed to compliance with applicable data protection laws, including the California Consumer Privacy Act (CCPA) and other applicable state and federal privacy regulations. Participants have the right to request access to, correction of, or deletion of their personal data as provided under applicable law, subject to limitations necessary for the Company to fulfill legal and contractual obligations.

12.3 Communications Consent

By enrolling, Participants consent to receive service communications, account notifications, and, where permitted by law, marketing communications from the Company via email, SMS, or other channels. Participants may opt out of marketing communications at any time by following the unsubscribe instructions provided in such communications.

SECTION 13 — COMPLIANCE, INVESTIGATIONS, AND DISCIPLINARY ACTIONS

13.1 Reporting Violations

Participants are encouraged to report suspected violations of this Agreement to the Company's compliance team. Reports may be made confidentially and will be investigated in good faith.

13.2 Investigation and Corrective Action

Upon receipt of a complaint or upon the Company's own discovery of a potential violation, the Company may conduct an investigation during which the Participant's account may be temporarily suspended. The Company may take one or more of the following corrective actions:

- Issuance of a formal warning;
- Mandatory remedial training;
- Temporary suspension of account privileges;
- Withholding of pending commissions pending investigation;
- Permanent termination of the Participant's account;
- Forfeiture of all earned commissions and bonuses;
- Referral to appropriate law enforcement or regulatory authorities.

13.3 Survival of Obligations

Upon termination of a Participant's account for any reason, the following obligations survive and remain in full force: confidentiality obligations (Section 11) for five (5) years; dispute resolution obligations (Section 15); indemnification obligations (Section 14); and non-disparagement obligations.

The obligations contained in Sections 9 and 10 — including all intellectual property restrictions, technology protection provisions, and prohibitions on use of platform outputs — shall survive termination of a Member or Distributor account and shall remain in effect for so long as the underlying intellectual property remains protected under applicable law, and in no event less than five (5) years following the date of termination.

SECTION 14 — LIMITATION OF LIABILITY AND INDEMNIFICATION

14.1 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY'S TOTAL LIABILITY TO ANY PARTICIPANT FOR ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY THAT PARTICIPANT IN THE THREE (3) MONTHS PRECEDING THE CLAIM. THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, REGARDLESS OF THE THEORY OF LIABILITY.

14.2 Indemnification

Each Participant agrees to defend, indemnify, and hold harmless the Company and its officers, directors, employees, agents, and successors from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (i) the Participant's violation of this Agreement; (ii) the Participant's marketing activities, income claims, or product claims; (iii) the Participant's violation of any applicable law; or (iv) any third-party claim arising from the Participant's conduct.

14.3 Force Majeure

The Company shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including acts of God, natural disasters, pandemic, government action, internet service disruption, cyberattack, labor disputes, or failure of third-party service providers.

SECTION 15 — DISPUTE RESOLUTION AND GOVERNING LAW

15.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict-of-law provisions.

15.2 Informal Resolution

Before initiating formal dispute proceedings, the parties agree to attempt good-faith informal resolution. The party asserting a dispute must provide written notice describing the claim in reasonable detail. The parties shall have thirty (30) days from receipt of such notice to resolve the dispute informally.

15.3 Binding Arbitration

If informal resolution fails, any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, shall be resolved by binding individual arbitration administered by the American Arbitration Association (AAA) under its then-current Commercial Arbitration Rules. Arbitration shall take place in Virginia or, at the Company's election, via remote proceedings. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

15.4 CLASS ACTION WAIVER

TO THE FULLEST EXTENT PERMITTED BY LAW, ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS. PARTICIPANTS EXPRESSLY WAIVE THE RIGHT TO PARTICIPATE IN ANY CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER IS A MATERIAL TERM OF THIS AGREEMENT. IF THIS WAIVER IS FOUND UNENFORCEABLE, THE ENTIRETY OF THE ARBITRATION PROVISION SHALL BE NULL AND VOID, AND DISPUTES SHALL BE RESOLVED IN THE COURTS SPECIFIED IN SECTION 15.5.

15.5 Litigation

For any claims not subject to arbitration, or if the arbitration provision is found unenforceable, each party consents to the exclusive jurisdiction of the state and federal courts located in Virginia. Each party waives any objection to venue in such courts.

15.6 Attorneys' Fees

In any arbitration or litigation arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

SECTION 16 — GENERAL LEGAL PROVISIONS

16.1 Amendments

The Company may amend this Agreement at any time. Amended terms take effect upon the date specified in the notice of amendment. Continued participation after the effective date constitutes acceptance.

16.2 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

16.3 Assignment

Participants may not assign or transfer their rights or obligations under this Agreement without prior written consent from the Company. The Company may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets.

16.4 Waiver

The Company's failure to enforce any provision of this Agreement on any occasion shall not constitute a waiver of that provision or the Company's right to enforce it in the future.

16.5 Entire Agreement

This Agreement, together with all incorporated documents including the Compensation Plan, Policies and Procedures, Income Disclosure Statement, and Privacy Policy, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings.

16.6 Incorporation of Policies and Procedures

The Company's Policies and Procedures, as amended from time to time, are incorporated into this Agreement by reference. In the event of a conflict between these Terms & Conditions and the Policies and Procedures, these Terms & Conditions shall control unless the Policies and Procedures expressly state otherwise.

BY ENROLLING, PURCHASING A SUBSCRIPTION, ACCESSING ANY NEXUS REWARDS PLATFORM, OR PARTICIPATING IN ANY NEXUS REWARDS PROGRAM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS & CONDITIONS IN THEIR ENTIRETY, INCLUDING THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 15.