



NIL Network Membership

Terms & Conditions

Date of Last Revision: November 23, 2023

NIL Network's products and services are provided by NIL Network, LLC. These terms and conditions of use ("**Terms**") govern your use of NIL Network's products and services (collectively, the "**Services**"). By submitting information through this site (or a third-party site as directed by NIL Network), you are agreeing to and consenting to be bound by the Terms. If you have any questions about the Terms, please contact us at info@nilnetwork.com.

I. Using NIL Network's Services

You may use our Services only if you can form a binding contract with NIL Network. No use of the Services is permitted by those under the age of majority in their state of residence. In no event is use of the Services permitted by those under the age of 13. If you are using the Services on behalf of any entity, then you are agreeing to the Terms on behalf of that entity.

II. Intellectual Property

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. Except in the context of browsing or accessing our Services in accordance with these Terms, you may not use content from our Services unless you obtain permission from the rightful owner or are otherwise permitted by law. These Terms do not grant you the right to use any branding or logos used in our Services, unless otherwise expressly permitted.

III. Interactions Between Members

The membership benefits allow individuals unaffiliated with NIL Network to interact with each other.

Any relationship formed as a result of the interactions or contact between members through NIL Network is between members—not between NIL Network and the member. NIL Network cannot be held responsible for the quality or accuracy of any information or services provided by members

IV. Benefits for Members

NIL Network offers members exclusive access to information, networking opportunities, and educational content. By becoming a member, you agree to pay NIL Network the subscription or usage fees indicated for that service. Fees will be charged on the day the service goes into effect and will cover the use of that service for the period indicated.

The benefits of membership include: monthly meetings on the state of NIL; a monthly Q&A; access to "Learning Labs"; a monthly "One question" meeting with NIL Network staff (as available); access to



on-demand resources; access to a community channel; discounts on additional services; and regular email updates. NIL Network reserves the right to amend, change, or modify any of these benefits at any time. These benefits may not be available to all members, as certain benefits are offered on a first-come, first-served basis.

V. Fees

In order to gain access to the membership benefits, individuals shall pay a fee of \$149 (the “Fee”). NIL Network may increase or decrease the Fee at any time. If NIL Network offers discounts, promotional pricing, or decreases the Fee, individuals who have previously paid the full Fee will not be entitled to a refund.

Multiple individuals associated with one particular business may be offered a discounted group rate for the Fee. NIL Network reserves the right to determine the group rate on a case-by-case basis. NIL Network does not guarantee that groups of individuals will be entitled to or offered any group or discounted rate.

VI. Refund Policy

Memberships are purchased for a specific period of time. While members may terminate their usage of the membership benefits, members will not be entitled to any refund at any point during or after their membership. If a member terminates their membership before the expiration of the time period for which their membership was purchased, members will not receive a prorated refund of the Fee.

VII. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NIL NETWORK OR ANY OF ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) THE OUTCOME OF ANY LEGAL MATTER; (B) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES OR DIRECTORY; (C) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY RELATING TO THE SERVICES OR DIRECTORY; OR (D) UNAUTHORIZED ACCESS, USE OR ALTERATION OF NIL NETWORK’S CONFIDENTIAL INFORMATION.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF NIL NETWORK, AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM ARISING OUT OF OR RELATING IN ANY MANNER TO THE USE OF THE SERVICES OR DIRECTORY, IS LIMITED TO THE AMOUNT OF THE FEE YOU PAID US. NIL NETWORK IS NOT LIABLE FOR ANY DISPUTE BETWEEN A SERVICE PROVIDER AND A CONSUMER, REGARDLESS OF LEAD ORIGINATION.

VIII. Indemnification

You agree to defend, indemnify, and hold harmless NIL Network, its corporate affiliates, independent contractors, service providers and consultants, and each of their respective directors, employees and



agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any content you post, store or otherwise transmit on or through the Services or your use of or inability to use the Services, including without limitation any actual or threatened suit, demand or claim arising out of or relating to your conduct, your violation of these Terms or your violation of the rights of any third party.

IX. Mandatory Arbitration and Dispute Resolution

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. You may send us the details of your concern to info@nilnetwork.com. However, if NIL Network is not able to informally resolve your complaint, **you and NIL Network agree to individual binding arbitration under JAMS Alternative Dispute resolution ("JAMS") and the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury.** The arbitration will be conducted under the JAMS Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes and the arbitrator's decision will be final except for a limited right of review under the FAA.

Any arbitration must be commenced by filing a demand for arbitration with JAMS within ONE (1) YEAR from when it first could be filed. Otherwise, it is permanently barred. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

X. No Class Actions

You may only bring individual claims. Under no circumstances are you allowed to bring a claim as a plaintiff or a class member in a class. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceedings where someone acts in a representative capacity are not allowed. Any combining of individual proceedings must have the consent of all parties.

XI. Applicable Law

The laws of the State of California, including its conflict of law provisions, will apply to any disputes arising out of or relating to these Terms or the Services.

XII. Termination

Notwithstanding any of these Terms, NIL Network reserves the right, without notice and in its sole discretion, to terminate your license to use the Services, and to block or prevent your access to and use of the Services. NIL Network reserves the right to refuse service to anyone for any reason at any time. In the event of termination of access to the Services for any reason, you have no right to obtain a copy of any data or communications you stored or effected via the Services, or any other data.

XIII. Entire Agreement

These Terms constitute the entire agreement between you and NIL Network with respect to the subject matter of these Terms, and supersede and replace any prior version of the Terms. These Terms create no third-party beneficiary rights.



XIV. Waiver, Severability, and Assignment

NIL Network's failure to enforce a provision of these Terms is not a waiver of its right to do so later. If any provision of these Terms is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable Term or Terms will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any attempt to do so will be void. NIL Network may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.