



NewEra Terms and Conditions

Last Revised on 01.06.2025

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITES.

These terms and conditions outline the rules and regulations for using our websites www.necommunity.io, www.neacademy.io

1. OVERVIEW

- 1.1. The Websites are sites belonging to, and is a property of NewEra, and NE Academy is an online financial education platform a part of NewEra.
- 1.2. These terms govern your access to and use of our websites including the Products available on it unless expressly stated otherwise in these terms (the “**Terms**”).
- 1.3. In addition to the Terms, the overall agreement between you and the Company shall also constitute the Compliance Policy and the Privacy Policy, as well as any other policy that may be implemented by the Company from time to time, as referred to in these Terms.
- 1.4. Our Privacy Policy, which details how we may use the data and information we collect from you, or that you provide to us, is incorporated by reference into these Terms.
- 1.5. Our Compliance Policy, which sets out the basic fair and ethical principles and practices NewEra Educational courses must adhere to in exercising their duties under the educational courses Agreement, is also incorporated by reference into these Terms.
- 1.6. By accessing or using our websites, you acknowledge and agree to be bound by these Terms, and you represent and guarantee that you have the right, authority and capacity to enter into these Terms. If you do not agree to these Terms, you must not access or use our websites. We strongly advise that you save or print these Terms so you can read them whenever convenient.

2. DEFINITIONS

- 2.1. In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

“Account”

refers to the account(s) held by NewEra Educational courses to fulfil their obligations under these Terms and the Educational courses Agreement;

“Confidential Information”

means all information which is disclosed to the Educational courses pursuant to or in connection with these Terms or the Educational courses Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such) which may include, but is not limited to, the terms in the Educational courses Agreement, the NE Rewards Programme or any other information deemed to be confidential by the Company;

“Control”

means when a person directly or indirectly holds or controls most of the voting rights of, or the right to appoint or remove most of the board of directors, or the right to exercise a dominant influence over another person;

“Crossline Sponsor (Ing)”

refers to where a student solicits another Student to join his/her network;

“Inheritor”

refers to the individual who a former Student may transfer the ownership to, including the rights and obligations connected to his/her Account as per Clause 16;

“Intellectual Property Right(s)”

refers to copyrights, trademarks and any other intellectual property right;

“Educational courses(s)”

refers to the educational courses that NewEra sells educational courses which provides its purchasers with access to our Partners’ Products;

“Educational courses Agreement”

refers to the agreements which will regulate the relationship between you and the Company, namely these Terms, the Privacy Policy and the Compliance Policy, as well as any other policy the Company may implement from time to time. The use of the definition “Educational courses Agreement” refers to any one of or all the Terms, the Privacy Policy and the Compliance Policy and any other policy implemented by the Company;

“NewEra Student(s)”

refers to an individual that purchases an educational course available on our websites and is eligible to earn NE Rewards Programme and/or NE Affiliate Programme as set out in Clause 8;

“NE Rewards Programme”	refers to NE Rewards Programme, which consists of NE Affiliate Programme and Complimentary NETechX Tokens and Staking Rewards;
“NE Affiliate Programme”	refers to the compensation plan that sets out the description, types, amounts and conditions of earning bonus Rewards, which may be provided to the student in the form of a presentation package or in any other form which the Company sees fit through either the Websites or the Student’s back office;
“NE”	refers to the plan by NewEra wherein the Company, in its sole discretion, may reward its educational courses with NE Rewards Programme;
“Rewards”	refers to Complimentary NETechX Tokens and Staking Rewards and/or Comp Plan, a NewEra Student can earn, subject to satisfying certain conditions, under Complimentary Rewards and NE Comp Plan.
“Partner(s)”	refers to our partners who produce the Products and/or services accessed through our websites and by purchasing our educational courses.
“Product(s)”	refers to the products and/or services, accessed through our Websites and by purchasing our Educational courses, which are produced by our Partners and include, but is not limited to, training packages, online courses relating to management, professional and personal development and any other products or services that becomes available on our Websites from time to time; and
“USDT”	means Tether USDT.

2.2. Unless the context otherwise requires, each reference in these Terms to:

2.2.1. “writing”, and any cognate expression, includes a reference to any communication effected by electronic (including email) or facsimile transmission or similar means; and

2.2.2. A Clause is a reference to a Clause within these Terms.

2.3. The headings used in these Terms are for convenience only and shall have no effect upon the interpretation of the Terms.

2.4. Words imparting the singular number shall include the plural and vice versa.

2.5. Any words following terms such as including, include, for example, such as or any other similar expression shall not limit the sense of the words, description, definition, or phrase prior to those terms.

2.6. References to people shall include corporations.

3. AMENDMENTS TO THE TERMS

3.1. We may amend these Terms and our policies from time to time. Every time you wish to use our websites, please check these Terms and our policies to ensure you understand the terms that apply at that time. You are always responsible for complying with the current version of these Terms and our policies.

4. ACCESS AND CHANGES TO THE WEBSITES

4.1. Our websites are made available free of charge. We reserve the right (in our sole discretion) from time to time to change the Websites for any reason or no reason at all. Your continued use of the Websites following the posting of any changes to these Terms constitutes acceptance of those changes. You agree that the Company will not be liable to you or to any third party for any change to the Websites or any part thereof.

4.2. We do not guarantee that our websites, or any content on it, will always be available or be uninterrupted or will always be free from errors or omissions.

4.3. We may suspend or withdraw or restrict the availability of all or any part of our websites for business and operational reasons. We will try to give you reasonable notice of any suspension or Redemption.

4.4. You are responsible for ensuring that all persons who access our websites through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

5. EDUCATIONAL COURSES, PRODUCTS AND TERMS OF SALE

5.1. NewEra sells educational courses that provides its purchasers with several Perks, such as access to our Partners' Products. Accordingly, you acknowledge and agree that any Product made available on our websites and by virtue of you purchasing educational courses are created and produced by our Partners, not NewEra. Hence, NewEra shall not be liable for any matters relating to the Products.

5.2. You understand and agree that Product descriptions, contents, suppliers, specifications and prices may change from time to time without notice. You also acknowledge and agree that we will not be liable for any inaccuracies, warranties, representations or conditions regarding the Products' merchantability, quality, legality and safety.

5.3. Prior to any changes made in accordance with Clause 5.2, Educational courses may be given prior notice through the Company's Websites, email, social media, newsletter or other means as determined by the Company, but the Company shall not be obligated to do so.

5.4. In case of defects in the Products you purchase from the date of these Terms onwards, you shall promptly and within no later than 24 hours inform the Company by sending us an email at support@necommunity.io. As the Products are produced by our Partners and not by us, the Company shall not be liable for any defects of or in the Products.

5.5. Further to Clause 5.4, the Company shall not be liable for any consequential damage, including, but not limited to, loss of profits, interest, etc.

- 5.6. Once a Student has purchased an educational course on our Websites, any further educational courses purchases shall be made through the student's back office in their Account as set out in Clause 9.11.
- 5.7. Access to the Products will only be provided to a student once the student's payment for the educational courses is successful and has been made in accordance with Clause 6.

6. PAYMENT OPTIONS AND TERMS

- 6.1. For any purchase of an educational course, the following are the available payment methods on the Websites:
 - 6.1.1. cryptocurrency transfer;
 - 6.1.2. NE Gift Codes.
- 6.2. We reserve the right to change the payment options and methods mentioned in Clause 6.1 from time to time.

7. CANCELLATION AND COOLING – OFF PERIOD

7.1 Cooling-Off Period

A Student may cancel their purchase of an Educational Course within fourteen (14) calendar days from the date of purchase, provided that the Student has not accessed, logged into, downloaded, or used the Educational Course or any associated Products.

Upon valid cancellation within this cooling-off period, the Company shall issue a refund of the purchase price, less any commissions, rewards, bonuses, referral incentives, or similar benefits already issued or earned in connection with the purchase.

7.2 Waiver Upon Access

If the Student accesses, logs into, downloads, or uses the Educational Course or any associated Products during the fourteen (14) day cooling-off period, the Student expressly waives the right to cancel and no refund shall be provided.

7.3 No Cancellations After Cooling-Off Period

After the expiry of the fourteen (14) day cooling-off period, no cancellations or refunds shall be permitted under any circumstances, regardless of usage, completion, or non-use of the Educational Course.

7.4 Non-Refundable Amounts

All commissions, rewards, bonuses, referral incentives, administration fees, and third-party processing fees are non-refundable and shall be deducted from any refund issued under this Section.

7.5 Effect of Cancellation

Upon cancellation, the Student's Account shall be deactivated or deleted, and all access to Educational Courses, Products, and associated services shall immediately cease.

7.6 Method of Cancellation

To cancel within the cooling-off period, the student must notify the Company in writing by email at support@necommunity.io within the applicable timeframe.

8. NE REWARDS PROGRAMME - Complimentary NETechX Tokens and Staking Rewards

- 8.1. The NE Rewards Programme is a loyalty rewards programme by NewEra wherein the Company, in its sole discretion, may reward educational courses with Rewards and/or other bonuses. The NE Rewards Programme consists of Rewards. Through Complimentary NETechX Tokens and Staking Rewards, NewEra awards educational courses who actively purchase educational courses on our websites, and maintain their subscriptions or educational courses, with NE Rewards Programme.
- 8.2. To be a part of the NE Rewards Programme, you will have to register for an Account on our websites and purchase any of our educational courses. Once you have done so, you will then become eligible to Rewards under Complimentary Staking Rewards Program.
- 8.3. Educational courses shall be responsible for their own actions and may receive bonuses depending on their performance subject to the terms of our Compliance Policy and the NE Rewards Programme.
- 8.4. Educational courses are allowed to refer to potential educational courses but should not be obligated to do so. Nonetheless, if educational courses do refer to potential educational courses, such Student shall be expected to provide support to their newly sponsored Student(s).
- 8.5. Rewards that can be potentially earned by a NewEra Student from the NE Rewards Programme will be given to the student at the sole discretion of the Company. Such Rewards and any other bonuses are not guaranteed, and the Company is not obligated in any way whatsoever to give such Rewards to Educational courses.
- 8.6. You acknowledge and agree that we are entitled to make any amendments or changes to the NE Rewards Programme from time to time.
- 8.7. NewEra is not a financial institution. Thus, you understand and agree that the educational courses, the NE Rewards Programme, as well as the Rewards and other bonuses you may receive by virtue of being a Student and satisfying specific conditions, are not, and shall not be considered as financial products, nor are they intended to be financial products.

9. STUDENT REGISTRATION AND ACCOUNT

- 9.1. To purchase an educational course and become a NE Student, you must register an Account and provide certain information as prompted by the Account registration form. You represent and warrant that:
 - 9.1.1. all required registration information you submit is truthful and accurate; and
 - 9.1.2. you will maintain the accuracy of such information.
- 9.2. Any individual interested in becoming a Student shall be at least eighteen (18) years old and shall register through a referral link of an existing Student.
- 9.3. The Company is entitled to request any necessary information from the potential Student for Know Your Client (“KYC”) purposes. The Company shall reserve its right to reject any application at its own discretion with or without providing a reason.

9.4. Each Student must have one account.

For each Account, during the registration, a username and password must be set, which, upon completion of the registration, shall become the student's log in detail. You acknowledge that the details and information you submit upon registration are your responsibility and are submitted at your own risk.

9.5. If a married couple register as educational courses, the Company shall permit the married couple to either have separate Student Accounts, which they will be separately responsible for, or a joint Account. In case of a joint Account, the married couple shall be jointly responsible for fulfilling their obligations under these Terms and the Educational courses Agreement. In case of a divorce or separation, both spouses shall provide a document specifying who will continue running the joint Account one (1) month from the date of separation. If the spouses fail to provide such documents, the Company shall assume the first spouse mentioned on the student registration form to be the sole owner of the joint Account.

9.6. In accordance with Clause 9.5, the married couple shall either have the same sponsor, or one spouse can sponsor the other in case they have separate Accounts.

9.7. Educational courses are responsible for keeping their Account details accurate and up to date. In the event of changes, Educational courses are required to make written requests to the Company's IT department via email to NE support team. Once the request has been received,

KYC procedures may be conducted if necessary. Once the changes have been confirmed and proven, the changes shall be made.

9.8. A Student may request to change their sponsor. In this case, the Student's Account shall be closed. The student can make a new application with their desired sponsor after a period of 12 months, however, this time period can be decreased or increased at the discretion of the Company. Approval or rejection of such an application will be at the sole discretion of the Company.

9.9. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify the Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

9.10. Once you have created an Account, you will be given access to a back office wherein you will be provided with information relating to the Products available on our Websites, the NE Rewards Programme and any Rewards and/or other bonuses you have earned. You acknowledge and agree that the back office shall undergo maintenance from time to time and that you shall not alter, change or modify any data and/or information in the back office.

9.11. Further to Clause 9.10, Educational courses shall use the back office to make any further educational courses purchases. The student understands that once they log in to their Account and connect it to their educational courses, the educational courses will be deemed activated and used.

- 9.12. These Terms will remain in full power and effect while you use any part of the Websites and the Products. We may suspend or terminate your rights to use the Websites (including your Account) at any time for any reason at our sole discretion. Such reasons can include, but are not limited to, any use of the Websites in violation of the educational courses Agreement, any malicious behavior, acts of misrepresentation of NewEra, etc. Upon termination of your rights under the educational courses Agreement, your educational courses(s), Account and right to access and use the Websites and the Products will terminate immediately. You agree that any termination of your Account may involve deletion of any user content associated with it, including any figures, documentation or material in your back office. The Company will have no liability whatsoever to you for any termination of your rights under these Terms and the Educational courses Agreement, including for the termination of your Account or deletion of your user content.

10. NE REWARDS PROGRAMME AND REDEMPTIONS

- 10.1. The educational courses understand and agree that relevant information relating to the NE Rewards Programme is provided to you through your Account's back office or in any other manner as the Company deems necessary. You acknowledge and agree that we are entitled to make any amendments or changes to such information relating to the NE Rewards Programme from time to time.
- 10.2. Complimentary Rewards & Comp Plan set out the Rewards and other bonuses payable to educational courses upon satisfying the conditions for the same and at the Company's sole discretion. Any earned Rewards and/or other bonuses shall be transferred to the educational courses' respective wallets as per the NE Rewards Programme.
- 10.3. We may conduct KYC procedures in relation to Redemptions from the student's wallet. Likewise, we may also conduct KYC procedures prior to any peer-to-peer NE wallet transfers.
- 10.4. If you believe there has been an error regarding any of your bonuses, you must notify us within ten (10) days of the date of the error. You acknowledge that any errors brought to our attention after these ten (10) days expire shall no longer be our responsibility.
- 10.5. The Company may set a minimum amount for withdrawing, which the Company can change at its sole discretion from time to time. An administration fee of 10% shall be charged for Redemption.
- 10.6. It should be noted that third parties (i.e. payment service providers and banks) have their own terms and conditions, which you shall review. If your Account name as approved in the KYC is different to the one in the bank account, payment shall not be processed.
- 10.7. You shall be solely responsible for VAT registration and for any duties concerning your financial statements. You understand that you are solely responsible for the payment of any applicable taxes and we shall not be liable for the same.

11. ADVERTISING AND PROMOTING EDUCATIONAL COURSES

- 11.1. These Terms, including the Compliance Policy and any other policy that may be implemented by NewEra from time to time, shall govern your activities in relation to marketing, advertising and/or promoting our educational courses. You understand and agree that any breach of the following Terms, including those within our Compliance Policy and/or any of our other policies, shall entitle us to take actions against you as we deem necessary, including, but not limited to, terminating your Educational courses, suspending or taking down your Account,

revoking any Rewards and/or other bonuses you may have earned through means of a breach of the Educational courses Agreement, restricting your access to any of our Partners' Products, etc.

- 11.2 Our name NewEra is a trademark and shall remain our exclusive property. Educational courses are not permitted to use our trademarks, including those of our Partners, and other intellectual property rights for any purpose, including for business or personal use or under any circumstance unless we have provided written consent to the same and they are used subject to these Terms and the Educational courses Agreement.
- 11.3. Educational courses shall not modify, change, alter or create their own trademarks or other intellectual property rights concerning the Company's logos, trade names and designs, including those of our Partners and their Products. This also includes any marketing material provided by NewEra to Educational courses.
- 11.4. Educational courses are strictly prohibited from creating their own marketing material, including, but not limited to, advertisements, social media posts, articles, statements, photos, illustrations and any other type of promotional material in relation to NewEra and/or our educational courses only NewEra shall be entitled to prepare such materials. Educational courses can download NewEra approved marketing materials from our Websites and/or through the student's back office and shall only use such materials in accordance with these Terms and our Compliance Policy.
- 11.5. You understand and agree that any marketing material that you have created, including any amendments you have made to NewEra's approved marketing materials, without the prior written consent of NewEra shall be considered a breach of these Terms and our Compliance Policy.
- 11.6. You acknowledge and agree that you are prohibited from making any false or fraudulent representations about the Company, our educational courses, our Partners' Products, as well as the NE Rewards Programme or potentials of bonuses. This also applies to the referring of potential educational courses.
- 11.7. You acknowledge and agree that all the Company's materials are copyrighted and shall not be reproduced, partly or fully, unless the Company provides their written consent for you to do so. This is regardless of the material's form, whether it is digital or printed.
- 11.8. As set out by Clause 8.7, NewEra is not a financial institution, thus, educational courses cannot promote and/or market NewEra as such.
- 11.9. Educational courses are prohibited from making any recordings, both in audio or video, of speeches, discussions or presentations by the Company as well as its employees, officers, agents or representatives without the Company's prior written consent. Likewise, Educational courses are prohibited from posting and/or publishing such recordings online without the Company's prior written consent. In the event that we give our written approval, educational courses shall not change, modify or transfer any press releases, pictures or recordings for their own personal advertising benefit.
- 11.10. In accordance with Clause 11.9, Educational courses are also prohibited from making any audio or video recordings or recordings in any form whatsoever, and posting and/or publishing the same online, of any speaker or celebrity presentations or appearances at a Company event unless the Student has acquired prior written authorization from us.

- 11.11. Following Clause 11.10, Educational courses are not allowed to use, reuse, display or distribute through any medium any image or any form whatsoever of the speaker or celebrity wherein it may misconstrue the Product as a celebrity endorsed advertisement unless we have approved so in writing.
- 11.12. The Company shall notify educational courses through email or social media concerning Company events. The timing and location of such events shall be at the sole discretion of the Company and may be changed, postponed or cancelled if the Company deems necessary.
- 11.13. You acknowledge that you are not allowed to:
 - 11.13.1. violate any policies, rules and regulations set by us.
 - 11.13.2. imply or suggest that materials not belonging to the Company are owned by the Company.
 - 11.13.3. resell the educational courses for a lower price compared to its original purchase price.
 - 11.13.4. resell the educational courses on any other online or offline public or private markets, department stores or auctions.
 - 11.13.5. sell marketing or promotional material to other educational courses.
 - 11.13.6. send spam messages, faxes or emails to others; and
 - 11.13.7. use our name, including those of our Partners, for your own personal benefit, which includes, but is not limited to, applying for loans or incurring expenses.
- 11.14. Educational courses are permitted to purchase the educational courses for their families and for personal use provided that it is done so in accordance with the educational courses Agreement.
- 11.15. Educational courses acknowledge that they shall not act as a spokesperson for the Company and shall not make any statements on behalf of the Company. Any enquiries by the media in relation to the Company shall be immediately addressed to us.
- 11.16. Educational courses are entitled to present themselves as educational courses of the NE Rewards Programme. Educational courses should not misrepresent their educational courses in the same and claim that they are a part of the Company. Accordingly, all business cards, name tags or personal websites shall include correct and accurate information.
- 11.17. You acknowledge that merely becoming a Student shall not entitle you to Rewards and other bonuses. The Company only rewards you with Rewards and/or other bonuses in its sole direction and, in the event that we do, it shall be directly related to your performance in marketing and/or promoting our educational courses and as set out in the NE Rewards Programme.
- 11.18. You shall be responsible for any costs you incur in fulfilling your obligations under these Terms and the Educational courses Agreement. This shall include, but is not limited to, the payment for your own equipment and tools, transportation, lodging, office and other expenses.

- 11.19. You acknowledge that you shall be responsible for paying all applicable federal and national taxes in relation to any Rewards and/or other bonuses you may receive under the NE Rewards Programme.
- 11.20. Educational courses only conduct their marketing, promotional and advertising activities in locations where they are legally allowed to do so and the Company will not be liable whatsoever for any actions of the educational courses.
- 11.21. Educational courses shall be fully responsible for any third-party claims arising from their breach of the educational courses Agreement or any of their activities in relation to being a Student of the NE Rewards Programme.
- 11.22. You shall ensure that you act responsibly and fulfil your obligations under the educational courses Agreement and any applicable laws and regulations.
- 11.23. You shall immediately inform us if you become aware of any violation(s) of this Clause 11 or any provisions of the Educational courses Agreement by contacting us via email at support@necommunity.io

12. IMPROPER BUSINESS PRACTICES

- 12.1. You acknowledge that you are strictly prohibited from targeting any individuals in your downline organization as this will be deemed improper business practice and will subject you to the suspension of your Account.
- 12.2. Educational courses are also strictly prohibited from providing misleading or fraudulent information for the purposes of their marketing and promotional activities of our educational courses under the NE Rewards Programme.
- 12.3. Crossline Sponsoring, or attempting to do so, is not permitted and shall be considered a breach of the educational courses Agreement leading to suspension of the educational courses' Accounts involved.
- 12.4. You understand that manipulation of Rewards and/or other bonuses as specified in the NE Rewards Programme is strictly not allowed. This shall include, but is not limited to, altering Account details, performances and/or results. Any attempt to do so shall result in the Redemption of any Rewards and/or other bonuses you may be entitled to and suspension of your Account.

13. TERM AND TERMINATION

- 13.1. The Educational courses Agreement shall form the entire agreement between the Student and the Company. The term of the educational courses Agreement shall be indefinite and may be immediately terminated by the Company without any notice to the student. The student may also terminate the educational courses Agreement by giving a 14 days' written notice to the Company.
- 13.2. The Company may immediately terminate the educational courses Agreement, and the Student's Educational courses and Account, upon the following events:
 - 13.2.1. Student Crossline Sponsors.
 - 13.2.2. gross negligence, willful misconduct or fraud of the student.

- 13.2.3. failure of the student to remedy their substantial breach of any provisions of the educational courses Agreement after being given reasonable time to do so as per Clause 15;
 - 13.2.4. Student breaches provisions in relation to our Confidential Information and Intellectual Property Rights.
 - 13.2.5. Educational courses become subject to an administration order.
 - 13.2.6. Student ceases, or threatens to cease, to carry on business.
 - 13.2.7. Control of the Student (in the event that the student is a company) is acquired by any person or connected persons not having Control of that Student upon the date of entering into these Terms and the Educational courses Agreement; and/or
 - 13.2.8. Student becomes subject to a bankruptcy order or goes into liquidation.
- 13.3. For the purposes of Clause 13.2.3, a breach shall be considered capable of remedy if the student can comply with all obligations and duties under these Terms and the Educational courses Agreement in all respects.
- 13.4. The rights to terminate the Educational courses Agreement, including the Student's Educational courses and Account, given by this Clause 13 shall not prejudice any other right or remedy of both the Student and the Company in respect of the breach concerned (if any) or any other breach.

14. EFFECTS OF TERMINATION

- 14.1. Upon termination, the Student's Educational courses and Account shall be terminated and all funds which the student is entitled to shall be transferred to them subject to Clause 14.2. The student shall return to the Company all materials and documentation which includes the Company's and/or our Partners' and their Products' name, Confidential Information, Intellectual Property Rights, as well as any such material owned by the Company or our Partners. Such material and/or documentation shall no longer be used by the student.
- 14.2. The Student acknowledges and agrees that in the event that the Educational courses Agreement was terminated by NewEra due to the Student's negligence or breach of any provision of the same, NE shall have the sole discretion to revoke any of the Rewards and/or other bonuses the Student has earned through means of a breach of the Educational courses Agreement and/or retain the whole or a part of the amounts in their Account's wallets.
- 14.3. The student understands that once the educational courses Agreement has been terminated, the student no longer has the right to receive any Rewards and/or bonuses generated after the termination. For clarity, any calculation of the Student's Rewards and/or bonuses shall immediately halt up to the point of the effectiveness of any notice of termination of the educational courses Agreement as set out in Clause 13.
- 14.4. All clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the educational courses Agreement shall remain in full force and effect after termination.

- 14.5. Termination shall not affect or prejudice any right to damages or other remedy which the Company may have in respect of the event giving rise to the termination or any other right to damages or other remedy which the Company may have in respect of any breach of these Terms and the Educational courses Agreement which existed at or before the date of termination.
- 14.6. The termination shall not have any effect on the obligations already due between the Student and the Company.
- 14.7. Educational courses who terminate their educational courses Agreements may still reapply to become a student. The Company will have sole discretion in deciding whether to accept any application to become a student and whether to impose any conditions on reapplying to become a student. Regardless of the Student reapplying under the same or a different sponsor, the student shall be placed at the bottom of the sponsor's downline organization.

15. INVESTIGATION AND RECTIFICATION OF BREACH

- 15.1. In the event that the student has breached, or NewEra has a reason to believe the student has breached, any of the provisions of the educational courses Agreement, the Company shall directly start an investigation:
 - 15.1.1. Throughout the duration of Validus's investigation of the breach or the suspected activity, the Student's Account and cash wallet, along with the Rewards and other bonuses in it shall be suspended and frozen by the Company. The Student's Account and commission wallet shall only be released in accordance with this Clause 15.1.
 - 15.1.2. The Company may provide the student with a reasonable time to remedy the breach along with suspending the Student's Account. The Company may give the student ten (10) days to remedy the breach but will still be entitled to grant a lesser or greater period. It should be noted that the student shall not have access to his/her cash wallet, but the student shall continue to receive any Rewards and/or other bonuses on their Account unless decided otherwise by the Company.
 - 15.1.3. If the Student fixes the breach or becomes successful in proving the accusation(s) is/are not valid, the case shall be closed, and the Student's Account and cash wallet shall be released.
 - 15.1.4. If the Student fails to remedy the breach or fails to disprove the accusation(s), the Company shall be entitled to immediately terminate the Educational courses Agreement as per Clause 13 and all bonuses the Student is entitled to shall be transferred to their NE Active Income wallet subject to Clause 14.
- 15.2. Following Clause 15.1, NewEra may also temporarily suspend and freeze the Student's Account in the event that the Company suspects:
 - 15.2.1. any suspicious or malicious activities.
 - 15.2.2. system hacks.
 - 15.2.3. unverified KYC documents, bank account details, wallet addresses, etc.; or
 - 15.2.4. other events which the Company believes gives rise to the need for further investigation.

16. TRANSFER OF ACCOUNT

- 16.1. Educational courses are permitted to transfer their rights of ownership over their Account to an Inheritor at any time provided the Company's prior written consent is acquired as well as a signed agreement between the Student and the Inheritor is provided, which clearly states that the Student shall transfer their rights and that the Inheritor agrees and fully understands the terms in the Educational courses Agreement. For clarity, this Clause 16.1 applies during the student's lifetime and refers to the educational courses themselves making the transfer, while Inheritor in this clause refers to a third party to whom the student may transfer their Account.
- 16.2. Transfer of any ownership over an Account in accordance with Clause 16.1 shall not be implemented if the Inheritor already has an existing Account.
- 16.3. With regards to a transfer of ownership as per Clause 16.1, the Company shall charge an administration fee of 100 USD, which must be paid either by the former Student or the Inheritor.
- 16.4. If a Student passes away, the Student's Account shall be passed onto the inheritors as per the instruction to NewEra of an executor or administrator of the student's estate.
- 16.5. In case of married couples owning a joint Account, please refer to Clause 9.5.
- 16.6. Any authorizations obtained by the student from us in relation to the use of our trademarks and any of our Intellectual Property Rights shall not be deemed to have been transferred to the Inheritor. The Inheritor must obtain written consent from NE upon the transfer of the Account's ownership and prior to using any of our trademarks or Intellectual Property Rights for any purpose or under any circumstance.

17. INDEMNITY AND LIMITATION OF LIABILITY

- 17.1. Educational courses shall indemnify the Company against all costs, liability, damages, loss, claims or proceedings arising out of the student's breach of any of the provisions of these Terms and the Educational courses Agreement and shall reimburse costs and disbursements of reasonable amounts which are incurred.
- 17.2. Nothing in the Educational courses Agreement shall limit or exclude both the Student's and the Company's liability for fraud, fraudulent misrepresentation or gross negligence.
- 17.3. If the Student breaches any provisions concerning our Confidential Information and/or Intellectual Property Rights, the Student acknowledges and agrees that damage alone would not be an adequate remedy. Accordingly, the Company shall be entitled to immediately terminate the educational courses Agreement and the Student's Educational courses and Account and/or shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of either or both of our Confidential Information and Intellectual Property Rights by the Student.
- 17.4. We exclude all implied conditions, warranties, representations or other terms that may fully apply to our websites or any content on it permitted by law.
- 17.5. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

17.5.1. use of, or inability to use, our websites; or

17.5.2. use of or reliance on any content displayed on our websites.

If our website is unusable due to a fault solely attributable to us, we will endeavor to take action to ensure that educational courses have not lost any benefit from the educational courses which they have purchased.

17.6. In particular, we will also not be liable for:

17.6.1. loss of profits, sales, business, or revenue.

17.6.2. business interruption.

17.6.3. loss of anticipated savings.

17.6.4. loss of business opportunity, goodwill or reputation; or

17.6.5. any indirect or consequential loss or damage.

17.7. As the Products available on our Websites are produced by our Partners, you understand and agree that we shall not be held liable for any damages, costs, liabilities, claims and/or proceedings you incur in relation to the Products.

17.8. We will not be liable for damage that you could have avoided by following ours or our Partner's advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us or our Partners in relation to our Websites and/or the Products.

18. FORCE MAJEURE

18.1. The Company shall not be liable for any failure or delay in performing its obligations where such failure or delay results from any because that is beyond its reasonable control. Such causes include, but are not limited to industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the Company.

19. CONFIDENTIALITY

19.1. Educational courses undertake to ensure that, unless an authorization in writing has been provided by the Company, it shall, always, be ensured for the duration that the educational courses Agreement is effective and after its termination:

19.1.1. Keep confidential all Confidential Information.

19.1.2. not disclose any Confidential Information to any other party.

19.1.3. not use any Confidential Information for any purpose other than as contemplated by, and subject to, the educational courses Agreement.

19.1.4. not make any copies, of, record in any way or part with possession of any Confidential Information; and

19.1.5. ensure that none of its directors, officers, employees, agents, advisers or representatives does any act which, if done by the Student, would be a breach of the provisions of sub-Clauses 19.1.1 to 19.1.4 above.

- 19.2. Educational courses may disclose relevant Confidential Information to any governmental or other authority or regulatory body or any employee or officer to such extent only as is necessary for the purposes contemplated by the Educational courses Agreement or as required by law, provided that, to the extent it is legally permitted to do so, the Student gives the Company as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause, it takes into account the reasonable requests of the Company in relation to the content of such disclosure.
- 19.3. NewEra reserves all rights in its Confidential Information. No rights or obligations in respect of NewEra's Confidential Information other than those expressly stated in these Terms and/or the educational courses Agreement are granted to the student, or to be implied from the same.
- 19.4. All Confidential Information disclosed by the Company shall remain the property of the Company. We do not grant any right of any kind which we may currently hold or may obtain pursuant to the educational courses Agreement regarding Confidential Information.
- 19.5. Upon termination of the educational courses Agreement, Educational courses shall immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the Company any documents in its possession or control which contain or record any Confidential Information. If a Student withholds Confidential Information, that Student shall be liable to pay damages.
- 19.6. Obligations and responsibilities under this Clause 19 shall remain in force even after termination of the Educational Courses Agreement.
- 19.7. Except as expressly stated in these Terms and/or the educational courses Agreement, NewEra does not make any express or implied warranty or representation concerning its Confidential Information.

20. INTELLECTUAL PROPERTY RIGHTS

- 20.1. We are the owner or the licensee of all Intellectual Property Rights in our Websites, including, but not limited to, our company logo, content and in the material published on it. Such works are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 20.2. In accordance to provisions under Clause 11, Educational courses are not permitted to use our trademark, including those of our Partners, and other Intellectual Property Rights for any purpose, including for business or personal use or under any circumstance unless we have provided prior written consent to the same and they are used subject to these Terms and the Educational courses Agreement.
- 20.3. If you breach this Clause 20 or any other provisions in relation to our Intellectual Property Rights as may be specified under Clause 11, your right to use our Websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

21. NON-COMPETE AND NON-SOLICITATION

- 21.1. Educational courses should not engage in any activities that may directly or indirectly compete with the Company's business.

- 21.2. Educational courses acknowledge that they shall not solicit other educational courses of the NE Rewards Programme, as well as employees or former employees of the Company for the purpose of sponsoring them into another company that directly or indirectly competes with the Company's business.

22. UPLOADING CONTENT

- 22.1. Whenever you make use of a feature that allows you to upload content to our websites, or to contact other users of our websites, you must comply with the following terms:

- 22.1.1. You agree not to use the Websites to collect, upload, transmit, display, or distribute any user content:

22.1.1.1. that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.

22.1.1.2. that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable.

22.1.1.3. that is harmful to minors in any way; or

22.1.1.4. that is in violation of any law, regulation, or obligations or restrictions imposed by any third party; and

- 22.1.2. You agree not to:

22.1.2.1. upload, transmit, or distribute to or through Websites any computer viruses, worms, or any software intended to damage or alter a computer system or data.

22.1.2.2. send through the Websites unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise.

22.1.2.3. use the Websites to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent.

22.1.2.4. interfere with, disrupt, or create an undue burden on servers or networks connected to the Websites, or violate the regulations, policies or procedures of such networks.

22.1.2.5. attempt to gain unauthorized access to certain areas of this Websites (or to other computer systems or networks connected to or used together with the Websites), which are restricted from your access, whether through password mining or any other means.

22.1.2.6. harass or interfere with any other user's use and enjoyment of the Websites; or

- 22.1.2.7. use software or automated agents or scripts to produce multiple accounts on the Websites, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Websites (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Websites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).
- 22.1.3. You shall have sole responsibility for and hereby warrant the accuracy, quality, integrity, legality, non-infringement of any third-party intellectual property rights, reliability and appropriateness of all content or data which is uploaded to our Websites. You shall indemnify us for any loss or damage we suffer because of your breach of this warranty. We shall not be responsible, or liable to any third party, for the content posted by you or any other user of our Websites.
- 22.1.4. Any content or data you upload to our websites will be considered non-confidential and non-proprietary. Save as otherwise specified in these Terms, all intellectual property rights in the content or data you upload on our Websites shall remain vested in you (or your relevant licensors). You hereby grant us a perpetual, worldwide, royalty free, non-exclusive, transferable license to use, store, modify, distribute, display, and prepare derivative works of such content. You hereby warrant to us that you have the full requisite power and authority to grant us such usage rights in the content you upload to our Websites.
- 22.1.5. You shall be responsible for obtaining and maintaining all licenses required for the use of the content or data you upload to our Websites, including payment of all associated license fees and other costs.
- 22.1.6. We have the right to disclose your identity to any third party who is claiming that any content or data posted or uploaded by you to our Websites constitutes a violation of their intellectual property rights, or of their right to privacy.
- 22.1.7. We reserve the right (but have no obligation) to review any content and data you upload to our websites, and to investigate and/or take appropriate action against you in our sole discretion if you violate any of the terms of the educational courses Agreement or otherwise create liability for us or any other person. Such action may include removing or modifying such content, terminating your Account, and/or reporting you to law enforcement authorities.
- 22.1.8. We have the right to remove any content and data you post on our Websites if, in our opinion, your post does not comply with this Clause 22 or any of the terms of the Educational courses Agreement.
- 22.1.9. You are solely responsible for securing and backing up your content and data.
- 22.1.10. This Websites may include information and materials uploaded by other users of the Websites. This information and these materials have not been verified or approved by us. The views expressed by other users on our websites do not represent our views or values.

23. WARRANTIES

23.1. Your warranty that:

23.1.1. You have full power and authority to carry out the actions contemplated under the educational courses Agreement.

23.1.2. your entry into and performance under the educational courses Agreement will not infringe the Intellectual Property Rights of any third party or cause you to be in breach of any obligations to a third party; and

23.1.3. so far as you are aware, all information, data and materials provided by you under these Terms and the Educational courses Agreement will be accurate and complete in all material respects, and you are entitled to provide the same to us without recourse to any third party.

23.2. Except as expressly provided in these Terms and the Educational courses Agreement, there are no conditions, warranties or other terms binding on both the Student and the Company with respect to the actions contemplated by the educational courses Agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into the educational courses Agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by these Terms and/or the educational courses Agreement.

24. NO RELIANCE ON INFORMATION

24.1. The content on our websites is provided for general information only. It is not intended to amount to advice (of any nature) on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our websites.

24.2. Although we make reasonable efforts to update the information on our websites, we make no representations, warranties or guarantees, whether express or implied, that the content on our websites is accurate, complete or up to date.

25. THIRD PARTY LINKS AND RESOURCES IN OUR WEBSITES

25.1. Where our websites contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

25.2. When you click on any such links as provided by Clause 25.1, the applicable third party's terms and policies apply. We assume no responsibility for the content such websites or resources and we will not be liable for any loss or damage that may arise from your use of them.

26. VIRUSES

26.1. We do not guarantee that our websites will be secure or free from bugs or viruses. We shall not be liable for any loss or damage caused by a virus, bug or other technologically harmful material that may infect your computer equipment, programs, data or other proprietary material due to your use of our Websites or to your downloading of any content on the Websites or any websites linked to our Websites.

- 26.2. You are responsible for configuring your information technology, computer programmes and platforms to access our websites. You should use your own virus protection software.

27. LINKING OUR WEBSITES

- 27.1. You may link to our websites, provided you do so in a way that is fair and legal, in compliance with the educational courses Agreement and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice.
- 27.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 27.3. The websites in which you are linking must comply in all respects with the content standards set out in the educational courses Agreement.
- 27.4. If you wish to link to or make any use of content on our websites other than that set out above, you will be required to obtain written approval from us first.

28. ASSIGNMENT AND OTHER DEALINGS

- 28.1. NewEra, at its sole discretion, shall be allowed to assign, transfer, mortgage, charge, subcontract, delegate, declare trust over or deal in any other manner with any or all its rights and obligations under the educational courses Agreement without the need for the educational courses' approval.
- 28.2. You understand and agree that NE may delegate, assign, contract or pass on NewEra's tasks and obligations to any student of its group (which includes any subsidiaries, holding companies, sister companies or other entities engaged by NewEra).
- 28.3. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare trust over or deal in any other manner with any or all its rights and obligations under the educational courses Agreement without the prior written consent of NewEra.

29. SEVERANCE

- 29.1. If any provision in these Terms and/or the educational courses Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted and the remainder of these Terms and the Educational courses Agreement shall remain in full force and effect.

30. NO PARTNERSHIP OR AGENCY

- 30.1. Nothing in these Terms and/or the educational courses Agreement is intended to, or shall be deemed to, establish any partnership between the Student and the Company, constitute any party the agent of the other party, or authorize any party to make or enter any commitments for or on behalf of the other party.

31. ENTIRE AGREEMENT

- 31.1. In becoming a student of the NewEra, the Student acknowledges that the educational courses Agreement constitutes the entire agreement between the Student and the Company, which shall include these Terms, our Privacy Policy, Compliance Policy and any other policy that may be implemented by us from time to time.

32. PROGRAMME OVERVIEW

32.1. In becoming a student of the NewEra, the Student acknowledges that the educational courses Agreement constitutes the entire agreement between the Student and the Company, which shall include these Terms, our Privacy Policy, Compliance Policy and any other policy that may be implemented by us from time to time.

33. COMPLIMENTARY STAKING REWARDS

33.1. Complimentary Staking Rewards are provided solely as part of the Company's rewards programme.

- Complimentary Staking Rewards are not guaranteed.
- Eligibility for Complimentary Staking Rewards depends exclusively on individual team's new sales performance.
- The calculation, issuance, adjustment, suspension, or Redemption of Complimentary Staking Rewards is determined at the sole discretion of the Company.
- Past performance, examples, illustrations, or projections do not constitute a promise or guarantee of future rewards.

Complimentary Staking Rewards do not represent income, investment returns, or financial products of any kind.

34. NO FINANCIAL OR INVESTMENT ADVICE

34.1. Nothing contained in the Programme, these Terms, or any related materials constitutes financial, investment, legal, or tax advice. Participants are solely responsible for obtaining independent professional advice where required.

35. NO GUARANTEE OF EARNINGS OR SUCCESS

35.1. The Company makes no guarantees regarding earnings, profits, or financial success. Results vary based on individual effort, skill, market conditions, and team performance. Participation requires active engagement and compliance with all applicable policies.

36. MODIFICATIONS AND TERMINATION

36.1. The Company reserves the right to amend, modify, suspend, or terminate the Programme or these Terms at any time, with or without prior notice, to the extent permitted by law. Continued participation following any changes constitutes acceptance of the revised Terms.

37. LIMITATION OF LIABILITY

37.1. To the fullest extent permitted by law, the Company shall not be liable for any direct, indirect,

incidental, or consequential losses arising from participation in the Programme, including but not limited to loss of opportunity, anticipated benefits, or token value

38. GOVERNING LAW

38.1. These Terms shall be governed by and construed in accordance with the laws of the applicable jurisdiction determined by the Company. Any disputes shall be resolved in accordance with the Company's designated dispute resolution procedures.

Please Note: Complimentary Staking Rewards are not guaranteed in our Rewards programme, these depend only on individual team new sales performance. We can confirm guarantee Complimentary NETECHX Tokens rewards and we don't guarantee any public launch date of NETECHX tokens

39. APPLICABLE LAW AND DISPUTE RESOLUTION

39.1. These Terms and the Educational courses Agreement, their subject matter and their formation (and any non-contractual disputes or claims).

Any dispute or claim that arises out of or in connection with these Terms, the educational courses agreement, its subject matter or formation (including non-contractual disputes or claims) shall be resolved in good faith through an Alternative Dispute Resolution (“**ADR**”) procedure to be decided by the applicable rules at the jurisdiction chosen by the Company. The decision and outcome of such ADR procedure shall be final and binding on both Parties.

40. DISCLAIMER

NewEra is an E - Learning Education platform with a primary focus on providing educational services. Please note the NewEra affiliate business opportunity offers unlimited bonuses potential. However, NewEra makes no guarantee of financial success. The information provided in this presentation does not constitute investment or financial advice and should not be treated as such. The content of this presentation should not be taken as an offer to buy, sell or hold any assets whatsoever. Earnings and complimentary rewards as NewEra members/affiliates are never guaranteed & examples in this presentation are used for illustrative purposes only. Earnings as a NewEra Independent affiliate results only from successful sales of NE Academic Courses, which requires hard work, diligence, skill, persistence, competence, and leadership. Your bonuses will depend on how well you exercise these qualities.