

NewEra

Terms and Conditions

Last Revised on 10.07.2023

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

These terms and conditions outline the rules and regulations for using our website www.neweracommunity.net

1. OVERVIEW

- 1.1. The Website is a site belonging to, and is a property of NewEra Community.
- 1.2. These terms govern your access to and use of our Website 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 of 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 Members must adhere to in exercising their duties under the Membership Agreement, is also incorporated by reference into these Terms.
- 1.6. By accessing or using our Website, you acknowledge and agree to be bound by these Terms, and you represent and warrant 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 Website. 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 Members to fulfil their obligations under these Terms and the Membership Agreement;

“Confidential Information”

means all information which is disclosed to the Members pursuant to or in connection with these Terms or the Membership 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 Membership Agreement, the NE Loyalty Programme or any other information deemed to be confidential by the Company;

“Control”

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

“Crossline Sponsor(ing)”

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

“Inheritor”

refers to the individual who a former Member 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;

“Membership(s)”

refers to the Memberships that NewEra sells, which provides its purchasers access to our Partners’ Products;

“Membership 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 “Membership Agreement” refers to any one of or all of the Terms, the Privacy Policy and the Compliance Policy and any other policy implemented by the Company;

“NewEra Member(s)” or “Member(s)”

refers to an individual or company that purchases a Membership available on our Website and is eligible to earn NE loyalty points and/or NE Compenstaion Plan as set out in Clause 8;

“NE Loyalty Programme”	refers to NE loyalty rewards programme, which consists of NE Compensation Plan and NE Points;
“NE Compensation Plan”	refers to the compensation plan that sets out the description, types, amounts and conditions of earning bonus points, which may be provided to the Member in the form of a presentation package or in any other form which the Company sees fit through either the Website or the Member’s back office;
“NE”	refers to the plan by NewEra wherein the Company, in its sole discretion, may reward its Members with loyalty points;
“Points”	refers to NE Points and/or Comp Plan, a NewEra Member can earn, subject to satisfying certain conditions, under NE Points and NE Comp Plan.
“Partner(s)”	refers to our partners who produce the Products and/or services accessed through our Website and by purchasing our members.
“Product(s)”	refers to the products and/or services, accessed through our Website and by purchasing our Membership, 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 Website 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 persons 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 Website, please check these Terms and our policies to ensure you understand the terms that apply at that time. You are responsible at all times for complying with the current version of these Terms and our policies.

4. ACCESS AND CHANGES TO THE WEBSITE

4.1. Our Website is made available free of charge. We reserve the right (in our sole discretion) from time to time to change the Website for any reason or no reason at all. Your continued use of the Website 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 Website or any part thereof.

4.2. We do not guarantee that our Website, 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 Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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

5. MEMBERSHIPS, PRODUCTS AND TERMS OF SALE

5.1. NewEra sells Memberships 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 Website and by virtue of you purchasing a Membership 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, Members may be given prior notice through the Company's Website, 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@neweracommunity.net. 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 Member has purchased a Membership on our Website, any further Membership purchases shall be done through the Member'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 Member once the Member's payment for the Membership is successful and has been made in accordance with Clause 6.

6. PAYMENT OPTIONS AND TERMS

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

7. CANCELLATION AND REFUNDS

- 7.1. If a Member decides to cancel their purchase after having accessed the Membership or utilised the Membership in any way, the Member may be refunded 50% of the purchase price it has paid for the cancelled Membership. Note that any points earned by the Member shall also be deducted from the 50% refund. In any case, any refunds and its amounts will be at the sole discretion of the Company.
- 7.2. On cancellation of a purchase, any administration fees shall not be refunded. Once a Member cancels their registration, their Account shall be deleted.
- 7.3. To cancel a purchase, you must inform us via email at support@neweracommunity.net

8. THE NE LOYALTY PROGRAMME – NE Points

- 8.1. The NE Loyalty Programme is a loyalty rewards programme by NewEra wherein the Company, in its sole discretion, may reward Members with Points and/or other bonuses. The NE Loyalty Programme consists of Points. Through NE Points, NewEra awards Members who actively purchase Memberships on our Website, and maintain their subscriptions or Memberships, with loyalty points.
- 8.2. To be a part of the NE Loyalty Programme, you will have to register for an Account on our Website and purchase any of our Memberships. Once you have done so, you will then become eligible to reward Points under NE Points Program.
- 8.3. Members 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 Loyalty Programme.

- 8.4. Members are allowed to refer potential Members but shall not be obligated to do so. Nonetheless, in the event that Members do refer potential Members, such Member shall be expected to provide support to their newly sponsored Member(s).
- 8.5. Points that can be potentially earned by a NewEra Member from the NE Loyalty Programme will be given to the Member at the sole discretion of the Company. Such Points and any other bonuses are not guaranteed and the Company is not obligated in any way whatsoever to give such Points to Members.
- 8.6. You acknowledge and agree that we are entitled to make any amendments or changes to the NE Loyalty Programme from time to time.
- 8.7. NewEra is not a financial institution. Thus, you understand and agree that the Memberships, the NE Loyalty Programme, as well as the Points and other bonuses you may receive by virtue of being a Member and satisfying specific conditions, are not, and shall not be considered as financial products, nor are they intended to be financial products.

9. MEMBER REGISTRATION AND ACCOUNT

- 9.1. To purchase a Membership and become a NE Member, 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 Member shall be at least eighteen (18) years old and shall register through a referral link of an existing Member.
- 9.3. The Company is entitled to request any necessary information from the potential Member 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 Member 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 Member’s log in details. You acknowledge that the detail and information you submit upon registration is your responsibility and is submitted at your own risk.
- 9.5. If a married couple register as Members, the Company shall permit the married couple to either have separate Member 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 Membership 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 document, the Company shall assume the first spouse mentioned on the Member 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. Members are responsible for keeping their Account details accurate and up-to-date. In the event of changes, Members 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 Member may request to change their sponsor. In this case, the Member's Account shall be closed. The Member 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 unauthorised use, or suspected unauthorised 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 Website, the NE Loyalty Programme and any Points 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, Members shall use the back office to make any further Membership purchases. The Member understands that once they log in to their Account and connect it to their Membership, the Membership will be deemed activated and used.
- 9.12. These Terms will remain in full force and effect while you use any part of the Website and the Products. We may suspend or terminate your rights to use the Website (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 Website in violation of the Membership Agreement, any malicious behavior, acts of misrepresentation of NewEra, etc. Upon termination of your rights under the Membership Agreement, your Membership(s), Account and right to access and use the Website 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 Membership Agreement, including for the termination of your Account or deletion of your user content.

10. NE LOYALTY PROGRAMME AND WITHDRAWALS

- 10.1. The Members understand and agree that relevant information relating to the NE Loyalty 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 Loyalty Programme from time to time.
- 10.2. NE Points & Comp Plan set out the Points and other bonuses payable to Members upon satisfying the conditions for the same and at the Company's sole discretion. Any earned

Points and/or other bonuses shall be transferred to the Member's respective wallets as per the NE Loyalty Programme.

- 10.3. We may conduct KYC procedures in relation to withdrawals from the Member'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 from 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 per withdrawa.
- 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 MEMBERSHIPS

- 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 Memberships. 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 Membership, suspending or taking down your Account, revoking any Points and/or other bonuses you may have earned through means of a breach of the Membership 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 Members 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 Membership Agreement.
- 11.3. Members 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 Members.
- 11.4. Members 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 Memberships only NewEra shall be entitled to prepare such materials. Members can download NewEra approved.

marketing materials from our Website and/or through the Member'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 Memberships, our Partners' Products, as well as the NE Loyalty Programme or potentials of bonuses. This also applies to the referring of potential Members.
- 11.7. You acknowledge and agree that all of 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, Members cannot promote and/or market NewEra as such.
- 11.9. Members 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, Members 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, Members 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, Members 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 Member has acquired prior written authorisation from us.
- 11.11. Following Clause 11.10, Members 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 Members 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 Memberships for a lower price compared to its original purchase price;

- 11.13.4. resell the Memberships on any other online or offline public or private markets, department stores or auctions;
 - 11.13.5. sell marketing or promotional material to other Members;
 - 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. Members are permitted to purchase the Memberships for their families and for personal use provided that it is done so in accordance with the Membership Agreement.
- 11.15. Members 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 referred to us.
- 11.16. Members are entitled to present themselves as Members of the NE Loyalty Programme. Members shall not misrepresent their membership 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 Member shall not entitle you to Points and other bonuses. The Company only rewards you with Points 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 Memberships and as set out in the NE Loyalty Programme.
- 11.18. You shall be responsible for any costs you incur in fulfilling your obligations under these Terms and the Membership 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 any and all applicable federal and national taxes in relation to any Points and/or other bonuses you may receive under the NE Loyalty Programme.
- 11.20. Members shall 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 Members.
- 11.21. Members shall be fully responsible for any third-party claims arising from their breach of the Membership Agreement or any of their activities in relation to being a Member of the NE Loyalty Programme.
- 11.22. You shall ensure that you act responsibly and fulfil your obligations under the Membership 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 Membership Agreement by contacting us via email at support@neweracommunity.net

12. IMPROPER BUSINESS PRACTICES

- 12.1. You acknowledge that you are strictly prohibited from targeting any individuals in your downline organisation as this will be deemed improper business practice and will subject you to the suspension of your Account.
- 12.2. Members are also strictly prohibited from providing misleading or fraudulent information for the purposes of their marketing and promotional activities of our Memberships under the NE Loyalty Programme.
- 12.3. Crossline Sponsoring, or attempting to do so, is not permitted and shall be considered a breach of the Membership Agreement leading to suspension of the involved Members' Accounts.
- 12.4. You understand that manipulation of Points and/or other bonuses as specified in the NE Loyalty 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 withdrawal of any Points and/or other bonuses you may be entitled to and suspension of your Account.

13. TERM AND TERMINATION

- 13.1. The Membership Agreement shall form the entire agreement between the Member and the Company. The term of the Membership Agreement shall be indefinite and may be immediately terminated by the Company without any notice to the Member. The Member may also terminate the Membership Agreement by giving a 14 days' written notice to the Company.
- 13.2. The Company may immediately terminate the Membership Agreement, and the Member's Membership and Account, upon the following events:
 - 13.2.1. Member Crossline Sponsors;
 - 13.2.2. gross negligence, wilful misconduct or fraud of the Member;
 - 13.2.3. failure of the Member to remedy their substantial breach of any provisions of the Membership Agreement after being given reasonable time to do so as per Clause 15;
 - 13.2.4. Member breaches provisions in relation to our Confidential Information and Intellectual Property Rights;
 - 13.2.5. Member becomes subject to an administration order;
 - 13.2.6. Member ceases, or threatens to cease, to carry on business;
 - 13.2.7. Control of the Member (in the event that the Member is a company) is acquired by any person or connected persons not having Control of that Member upon the date of entering into these Terms and the Membership Agreement; and/or
 - 13.2.8. Member 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 Member can comply with all obligations and duties under these Terms and the Membership Agreement in all respects.

13.4. The rights to terminate the Membership Agreement, including the Member's Membership and Account, given by this Clause 13 shall not prejudice any other right or remedy of both the Member and the Company in respect of the breach concerned (if any) or any other breach.

14. EFFECTS OF TERMINATION

14.1. Upon termination, the Member's Membership and Account shall be terminated and all funds which the Member is entitled to shall be transferred to them subject to Clause 14.2. The Member shall return to the Company any and 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 Member.

14.2. The Member acknowledges and agrees that in the event that the Membership Agreement was terminated by NewEra due to the Member's negligence or breach of any provision of the same, NE shall have the sole discretion to revoke any of the Points and/or other bonuses the Member has earned through means of a breach of the Membership Agreement and/or r retain the whole or a part of the amounts in their Account's wallets.

14.3. The Member understands that once the Membership Agreement has been terminated, the Member no longer has the right to receive any Points and/or bonuses generated after the termination. For clarity, any calculation of the Member's Points and/or bonuses shall immediately halt up to the point of the effectivity of any notice of termination of the Membership 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 Membership 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 Membership 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 Member and the Company.

14.7. Members who terminate their Membership Agreements may still reapply to become a Member. The Company will have sole discretion in deciding whether or not to accept any application to become a Member and whether or not to impose any conditions on reapplying to become a Member. Regardless of the Member reapplying under the same or a different sponsor, the Member shall be placed at the bottom of the sponsor's downline organisation.

15. INVESTIGATION AND RECTIFICATION OF BREACH

15.1. In the event that the Member has breached, or NewEra has a reason to believe the Member has breached, any of the provisions of the Membership 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 Member's Account and cash wallet, along with the Points and other

bonuses in it, shall be temporarily suspended and frozen by the Company. The Member's Account and commission wallet shall only be released in accordance with this Clause 15.1.

- 15.1.2. The Company may provide the Member a reasonable time to remedy the breach along with temporarily suspending the Member's Account. The Company may give the Member 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 Member shall not have access to his/her cash wallet but the Member shall still continue to receive any Points and/or other bonuses on their Account unless decided otherwise by the Company.
 - 15.1.3. If the Member fixes the breach or becomes successful in proving the accusation(s) is/are not valid, the case shall be closed and the Member's Account and cash wallet shall be released.
 - 15.1.4. If the Member fails to remedy the breach or fails to disprove the accusation(s), the Company shall be entitled to immediately terminate the Membership Agreement as per Clause 13 and all bonuses the Member 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 Member'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. Members 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 Member and the Inheritor is provided, which clearly states that the Member shall transfer their rights and that the Inheritor agrees and fully understands the terms in the Membership Agreement. For clarity, this Clause 16.1 applies during the Members lifetime and refers to the Member themselves making the transfer, while Inheritor in this clause refers to a third party to whom the Member may transfer their Account.
- 16.2. Transfer of any ownership over an Account in accordance to 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 Member or the Inheritor.
- 16.4. If a Member passes away, the Member's Account shall be passed onto the inheritors as per the instruction to NewEra of an executor or administrator of the Member's estate.
- 16.5. In case of married couples owning a joint Account, please refer to Clause 9.5.

16.6. Any authorisations obtained by the Member 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. Members shall indemnify the Company against any and all costs, liability, damages, loss, claims or proceedings arising out of the Member's breach of any of the provisions of these Terms and the Membership Agreement and shall reimburse costs and disbursements of reasonable amounts which are incurred.

17.2. Nothing in the Membership Agreement shall limit or exclude both the Member's and the Company's liability for fraud, fraudulent misrepresentation or gross negligence.

17.3. If the Member breaches any provisions concerning our Confidential Information and/or Intellectual Property Rights, the Member acknowledges and agrees that damages alone would not be an adequate remedy. Accordingly, the Company shall be entitled to immediately terminate the Membership Agreement and the Member's Membership 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 Member.

17.4. We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it to the fullest extent 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 Website; or

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

If our Website is unusable due to a fault solely attributable to us, we will endeavour to take actions to ensure that Members have not lost any benefit of the Memberships 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 Website 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 Website 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 cause 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. Members undertake that, unless an authorisation in writing has been provided by the Company, it shall, at all times for the duration that the Membership 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 Membership 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 Member, would be a breach of the provisions of sub-Clauses 19.1.1 to 19.1.4 above.
- 19.2. Members 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 Membership Agreement or as required by law, provided that, to the extent it is legally permitted to do so, the Member 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 Membership Agreement are granted to the Member, 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 Membership Agreement regarding Confidential Information.
- 19.5. Upon termination of the Membership Agreement, Members 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 Member withholds Confidential Information, that Member shall be liable to pay damages.
- 19.6. Obligations and responsibilities under this Clause 19 shall remain in force even after termination of the Membership Agreement.
- 19.7. Except as expressly stated in these Terms and/or the Membership 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 Website, 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, Members 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 Membership 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 Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

21. NO N-COMPETE AND NON-SOLICITATION

- 21.1. Members shall not engage in any activities that may directly or indirectly compete with the Company's business.
- 21.2. Members acknowledge that they shall not solicit other Members of the NE Loyalty Programme, as well as employees or former employees of the Company for the purposes 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 Website, or to make contact with other users of our Website, you must comply with the following terms:
 - 22.1.1. You agree not to use the Website 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 libellous, 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 the Website any computer viruses, worms, or any software intended to damage or alter a computer system or data;
 - 22.1.2.2. send through the Website unsolicited or unauthorised 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 Website 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 Website, or violate the regulations, policies or procedures of such networks;
 - 22.1.2.5. attempt to gain unauthorised access to certain areas of this Website (or to other computer systems or networks connected to or used together with the Website), 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 Website; or
 - 22.1.2.7. use software or automated agents or scripts to produce multiple accounts on the Website, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Website (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Website 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 Website. You shall indemnify us for any loss or damage we suffer as a result 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 Website.
- 22.1.4. Any content or data you upload to our Website 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 Website shall remain vested in you (or your relevant licensors). You hereby grant us a perpetual, worldwide, royalty free, non-exclusive, transferable licence to use, store, modify, copy, 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 Website.
- 22.1.5. You shall be responsible for obtaining and maintaining all licences required for the use of the content or data you upload to our Website, including payment of all associated licence 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 Website 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 Website, and to investigate and/or take appropriate action against you in our sole discretion if you violate any of the terms of the Membership 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 Website if, in our opinion, your post does not comply with this Clause 22 or any of the terms of the Membership Agreement.
- 22.1.9. You are solely responsible for securing and backing up your content and data.
- 22.1.10. This Website may include information and materials uploaded by other users of the Website. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values.

23. WARRANTIES

23.1. You warrant that:

- 23.1.1. you have full power and authority to carry out the actions contemplated under the Membership Agreement;

23.1.2. your entry into and performance under the Membership 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 Membership 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 Membership Agreement, there are no conditions, warranties or other terms binding on both the Member and the Company with respect to the actions contemplated by the Membership Agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into the Membership 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 Membership Agreement.

24. NO RELIANCE ON INFORMATION

24.1. The content on our Website 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 Website.

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

25. THIRD PARTY LINKS AND RESOURCES IN OUR WEBSITE

25.1. Where our Website contains 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 Website 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 Website or to your downloading of any content on the Website or any website linked to our Website.

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

27. LINKING OUR WEBSITE

- 27.1. You may link to our website, provided you do so in a way that is fair and legal, in compliance with the Membership 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 website in which you are linking must comply in all respects with the content standards set out in the Membership Agreement.
- 27.4. If you wish to link to or make any use of content on our Website 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 a trust over or deal in any other manner with any or all of its rights and obligations under the Membership Agreement without the need for the Members' approval.
- 28.2. You understand and agree that NE may delegate, assign, contract or pass on NewEra's tasks and obligations to any member 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 a trust over or deal in any other manner with any or all of its rights and obligations under the Membership Agreement without the prior written consent of NewEra.

29. SEVERANCE

- 29.1. If any provision in these Terms and/or the Membership 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 Membership Agreement shall remain in full force and effect.

30. NO PARTNERSHIP OR AGENCY

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

31. ENTIRE AGREEMENT

- 31.1. In becoming a member of the NE Loyalty Programme, the Member acknowledges that the Membership Agreement constitutes the entire agreement between the Member 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. APPLICABLE LAW AND DISPUTE RESOLUTION

32.1. These Terms and the Membership 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 Membership

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.

33.2 - DISCLAIMER

Please note that the NewEra business opportunity offers lucrative income potential. However, NewEra makes no guarantee of financial success. The information provided in the presentation does not constitute as investment or financial advice and should not be treated as such. The content in this presentation should not be taken as an offer to buy, sell or hold any assets/Crypto whatsoever. Earnings and daily points as a NewEra community member are never guaranteed and examples in this presentation are used for illustrative purposes only. Earnings as a NewEra Independent Affiliate results only from successful sales of NewEra Memberships, which requires hard work, diligence, skill, persistence, competence, and leadership. Your income will depend on how well you exercise these qualities.