

Terms of Use

These Terms govern your rights and obligations regarding your access to the Site and/or your use of any services made available on the Site.

General

1.1 Welcome to the website of Nexttrain.io (“Nexttrain.io”, “we”, “us” or “our”). Please read these terms of use (“Terms”) carefully before accessing Nexttrain.io’s website (“Site”) and/or accessing or using any services made available on the Site. These Terms govern your rights and obligations regarding your access to the Site and/or your use of any services made available on the Site.

1.2 By clicking the “Become an Ambassador”, “Join now”, “Login”, “Join Nexttrain.io”, “Accept”, “Yes”, “Create Profile”, “Submit” or equivalent button, or accessing the Site or any other services made available on the Site, you agree and acknowledge that you have read, understood and will be bound by these Terms, and any other documents contained in these Terms, including but not limited to Nexttrain.io’s Privacy and Data Protection Policy, which can be found at XXX.

1.3 If you do not agree to be bound by these Terms, you should not access the Site or use any services made available on the Site.

1.4 If you are below 18 years old, you further acknowledge and agree that you have fully understood these Terms and the Privacy and Data Protection Policy, and you agree to take responsibility for your actions on the Site and any services made available on the Site, as well as any charges associated with your use of any of the services made available on the Site.

1.5 Nexttrain.io reserves the right to amend these Terms with or without notice to you. Any changes to these Terms or the revised Terms will be posted on and can be viewed at the Site. Unless otherwise stated, any revision or changes to these Terms takes effect immediately. Your continued access or use of the Site and/or any services made available on the Site after a revision or change to these Terms constitutes your binding acceptance of the revised Terms.

1.6 These Terms constitute a legal agreement between you and us.

1.7 We may from time to time issue further terms, guidelines or rules for use of the Site or certain aspects of it. You agree to comply with any and all such terms, guidelines or rules, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise such terms, guidelines or rules, at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Site.

Your Obligations

2.1 You are solely responsible for your own Internet connection charges and/or telecommunications charges incurred for accessing the Site and/or using the services made available by or on the Site.

2.2 You shall comply at all times with any instructions or directions that may be made/issued from time to time for access of the Site and/or use of the services made available by or on the Site, whether such instructions or directions are made/issued by us or other third parties providers of the services made available by or on the Site, including any end user terms relating to such services.

2.3 Without prejudice to Clause 2.2 above, you agree and acknowledge that you shall keep your username and/or login password secure, and not permit any other person to use your username and/or login password. For the purposes of this clause, you shall immediately notify us if you become aware of any unauthorised use of your username and/or login password.

2.4 You acknowledge and agree that in accessing the Site and/or using any services made available on the Site, you shall not:

(a) act in a way, or use or introduce anything (including any virus, worm, Trojan horse, time bomb, keystroke logger, spyware or other similar feature) that may compromise, damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, network, data or personal data stored on the Site;

(b) use the Site in any manner that could damage, disable, overburden or impair any of the server(s), or the networks connected to the server(s), or interfere with any other party's access to the Site and/or use of any services made available on the Site;

(c) attempt to gain unauthorised access to the Site, account information of other members or users of the Site, computer systems or networks connected to the server(s), including through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Site and/or any activities conducted on the Site;

(d) obtain, or attempt to obtain, any information through any means not intentionally made available by us on or through the Site;

(e) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site;

(f) license, sub-license, sell, re-sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Site and/or any services made available on the Site in any way;

(g) modify or create a derivative work based on the materials on the Site, nor decompile, decipher, reverse-engineer or disassemble or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site in order to build a competitive product or service; build a product using similar ideas, features, functions or graphics of the Site; or copy any ideas, features, functions or graphics of the Site, except to the extent expressly permitted by applicable law;

(h) link to, mirror or frame any portion of the Site;

(i) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Site;

(j) transmit, post, communicate, reproduce, distribute, store or destroy material (including User Content on the Community Features), in violation of any applicable law or regulation;

(k) post any content or material (including User Content on the Community Features) that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities or other activities prohibited by law or by these Terms, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media or content;

(l) post any content or material (including User Content on the Community Features) or do anything that violates the law against spam;

(m) post any incomplete, false or inaccurate information about yourself or information which is not your own;

(n) harass, incite harassment or advocate harassment of any group, company, or individual;

(o) use the Site for any unlawful purpose or any illegal activity, or post or submit any content or material (including User Content on the Community Features) that is defamatory, libellous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind; and

(p) do anything that would cause Nexttrain.io to be in breach of applicable law.

3.5 You hereby agree to indemnify and hold us, our affiliates, and each of our and their respective directors, shareholders, employees, partners, agents, contractors, directors, suppliers, vendors and representatives harmless against all losses, damages, claims, liabilities, expenses or costs that arise from or in connection with :

(a) your access of the Site and/or use of any services made available on the Site;

(b) your breach of any of these Terms or any applicable law or regulation;

(c) any other party's access to and/or use of services made available on the Site as well as transactions carried out on the Site, using your username and/or login password; and/or

(d) any other party's breach of any of these Terms where such party was able to access the Site and/or use the services made available on the Site using your username and/or login password.

Community and Social Features

4.1 The Site may contain various community and social features, including a blog, forum, discussion group or social postings (collectively "Community Features"), which may be made accessible to you by Nexttrain.io at its sole discretion from time to time. Subject to the provisions of this Clause 4 these Terms and any further requirements issued by Nexttrain.io, you may post user content, whether in textual, audio and/or visual form on Community Features.

4.2 Nexttrain.io and/or third parties which are operating such Community Features may from time to time issue additional terms that deal with your use of the Community Features and you agree that such additional terms are legally binding on you.

4.3 You acknowledge and agree that any User Content posted by you may/will be made public by Nexttrain.io and you may/shall be identified as the contributor of such User Content.

4.4 By posting any such User Content, you grant us an irrevocable, worldwide, non-exclusive, perpetual, royalty-free, sub-licensable and transferable license to use, communicate to the public, reproduce, deal in, modify, publish, edit, remove, translate, distribute, publicly perform or display, and make derivative works of your User Content in whole or in part, in any form, media or technology, whether now known or hereinafter developed for any purposes, including for the purpose of marketing and promoting the Site in any media formats and through any media channels, without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

4.5 You further represent and warrant that :

(a) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant us the license to the User Content as set forth above; and

(b) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor our use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

4.6 Without prejudice to the foregoing, you shall not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive.

4.7 We may, but shall not be obligated to, review, monitor, or remove User Content, in our sole and absolute discretion and at any time and for any reason, without notice to you and without incurring any liability to you.

Links To Other Websites

5.1 Any links provided on the Site are provided for your convenience only. Should you leave the Site via such a link or access the link, the content that you view in such linked web page or website owned or operated by third parties is not provided or controlled by us. We have not developed or reviewed, and are not responsible for the consequences of your accessing the linked web page or website, and/or the content at those web pages or websites. We make no guarantee, representation or warranty as to, and have no liability for, any content at those websites, including, but not limited to, guarantees, representations and warranties regarding

truth, adequacy, originality, accuracy, timeliness, completeness, reasonableness, non-infringement, suitability, satisfactory quality, merchantability or fitness for any particular purpose or any representations, warranties or guarantees arising from usage, custom or trade or by operation of law.

5.2 Any such link on the Site to other linked web pages or websites on the Site does not constitute an endorsement, authorisation, verification or representation by us of the site or of the contents of the site, nor that we are affiliated with the operators or owners of those linked websites, or the contents.

5.3 You agree that your access to and/or use of such linked web pages or websites is entirely at your own risk and subject to the terms and conditions of access and/or use contained therein.

Third Party Advertising

6.1 We may allow third party advertisers to place advertisements on the Site or any part thereof. By using the Site, you agree to receive such advertising and marketing materials. We do not endorse, and you agree that we will not be responsible for, the contents of such advertisements or for your access, use, reliance, sale, purchase, or other action on your part with respect to the contents or subject matter of such advertisements.

Intellectual Property

7.1 We are the owner (or the licensee, where applicable) of all proprietary and intellectual property rights on the Site (including all information, data, texts, graphics, visual interfaces, artworks, photographs, logos, icons, sound recordings, videos, look and feel, software

programmes, computer code, downloadable files, software applications, interactive features, tools, services) or other information or content made available on or through the Site.

7.2 We grant you, subject to these Terms, a non-exclusive, non-transferable, non-assignable, personal, terminable and limited license to access and use the Site for your own personal and non-commercial use. This license is revocable or able to be terminated by us, at any time without notice to you or liability to us. All rights not expressly granted to you are reserved by us.

7.3 Without our prior written permission, and except as solely enabled by any link as provided by us, you agree not to display or use in any manner the marks "Nexttrain.io".

Disclaimers

8.1 While we employ reasonable endeavors to provide you with information and materials on the Nexttrain.io Site that are correct, you agree that we make no representation, warranty, or guarantee, express or implied, that the information and materials on the Nexttrain.io Site are complete, accurate, up-to-date, or fit for a particular purpose. We do not accept any liability for any errors or omissions on the Nexttrain.io Site, including any of the contents, information, and materials therein or thereon. The Nexttrain.io Site, the information and materials on the Nexttrain.io Site, and/or the quality of the services made available on the Nexttrain.io Site are provided to you for information purposes only and on an "as is" and "as available" basis without representations, warranties, or guarantees of any kind, either express or implied. You assume full and sole risk in using the Nexttrain.io Site and/or relying on any information on the Nexttrain.io Site.

8.2 We make no representations nor guarantees about the availability of the Nexttrain.io Site nor your ability to access or use the services on the Nexttrain.io Site. You agree that we are not liable to you in any way whatsoever if:

(a) for any reason whatsoever the Nexttrain.io Site and/or any services on the Nexttrain.io Site is/are unavailable for any time or for any period;

(b) we disallow your access to the Nexttrain.io Site; or

(c) we terminate your Account for any or no reason whatsoever.

8.3 We make no representation, warranty, or guarantee that your access to the Nexttrain.io Site will be uninterrupted, timely, or error-free. Without prejudice to the generality of the foregoing, due to the nature of the Internet, your ability to access the Nexttrain.io Site cannot be guaranteed. In addition, we may occasionally need to carry out repairs, maintenance, or introduce new facilities and functions on or to the Nexttrain.io Site, at our sole discretion and without the need to provide prior notice to you.

8.4 To the extent permitted by law, we and our licensors hereby disclaim all warranties, express or implied, statutory or otherwise, in respect of the Nexttrain.io Site and/or any services made available on or through the Nexttrain.io Site, and we and our licensors have no liability or responsibility to you or any other person (even if we have been advised as to the possibility) for any direct, indirect, economic, exemplary, incidental, or consequential loss (including loss of profit and loss of data), damage, claim, liability, expense, or cost, whether in contract, tort (including negligence), equity, breach of statutory duty, or otherwise, arising out of or in connection with:

(a) the Nexttrain.io Site and/or any services made available through or on the Nexttrain.io Site;

(b) the Nexttrain.io Site and/or any services made available through or on the Nexttrain.io Site being unavailable (in whole or in part), interrupted, or performing slowly;

(c) any error in, or omission of, any information made available through or on the Nexttrain.io Site and/or any services made available through or on the Nexttrain.io Site;

(d) any other party's access and/or use of the Nexttrain.io Site and/or any services made available through or on the Nexttrain.io Site using your username and/or login password;

(e) any exposure to malicious software including but not limited to viruses, computer worms, Trojan horses, spyware, or other harmful forms of interference which may damage your computer system, mobile device, software, data, or other property or expose you to fraud when you access or use the Nexttrain.io Site and/or any services made available through the Nexttrain.io Site. For the avoidance of doubt, you are responsible for ensuring the process by which you access and use the Nexttrain.io Site and/or any services made available through the Nexttrain.io Site protects you from this; and/or

(f) any site linked from the Nexttrain.io Site and/or any services made available through such linked websites.

8.5 We make no representation, warranty, or guarantee:

(a) that the Nexttrain.io Site and/or any services made available through the Nexttrain.io Site is appropriate or available for use in all countries or in your country or that the content satisfies the laws of all countries or in your country. You are responsible for ensuring that your access to and

use of the Nexttrain.io Site and/or any services made available through the Nexttrain.io Site is not illegal or prohibited, and for your own compliance with applicable local laws;

(b) that the Nexttrain.io Site and/or any services made available through the Nexttrain.io Site will be compatible with all or any hardware, software, and operating system which you may use;

(c) about the accuracy, reliability, suitability, completeness, or timeliness of the Nexttrain.io Site and/or any services made available through the Nexttrain.io Site or of any information from any party, such as class times, locations, and descriptions; and/or

(d) about the quality, suitability, safety, or ability of the services made available through the Nexttrain.io Site.

8.6 We are not a party to any agreement, dealing, or transaction entered into between you and any other party, whether as a result, directly or indirectly, from using the services made available through the Nexttrain.io Site, and we disclaim any and all responsibilities and/or liabilities arising from such an agreement between you and such a third-party service provider.

8.7 You agree that any services provided by a third party which you may have purchased through the Nexttrain.io Site are wholly the responsibility of such a third party and that you will not hold us liable in any way whatsoever for such a third party's services, such a third party's actions or omissions, and any loss or damage you may suffer from dealing with such a third party or from using such a third party's services. You acknowledge and agree that:

(a) the services you obtain or seek to obtain from such a third party constitute a contract between yourself and such a third party and not a contract between yourself and us;

(b) we make no endorsement or representation of such a third party nor of the services provided by such a third party; and

(c) your engaging such a third party to provide you with products or services is wholly at your own risk.

8.8 Without prejudice to the generality of the foregoing, you acknowledge that we do not owe you any obligation relating to such services provided by any third party that you may obtain through the Nexttrain.io Site.

Exclusion Of Liability

9.1 To the maximum extent permitted by applicable law:

(a) your access and use of the Nexttrain.io Site and/or any services made available through the Nexttrain.io Site are entirely at your own risk; and

(b) we, our respective directors and employees are not liable or responsible to you or any other person for any direct, indirect, or consequential loss (including loss of profit and loss of data), damage, claim, liability, expense, or cost, whether in contract, tort (including negligence), equity, breach of statutory duty, or otherwise, arising out of or in connection with these Terms, the Nexttrain.io Site, any services made available through the Nexttrain.io Site, and/or your access and use of (or inability to access or use) the Nexttrain.io Site and/or any services made available through the Nexttrain.io Site.

Suspension And Termination

10.1 We reserve the right, in our absolute discretion, to review, monitor, modify and/or remove any and all access and use of the Nexttrain.io Site and/or any services made available through the Nexttrain.io Site, including any information that you provide on/through the Nexttrain.io Site, without notice to you and without incurring any liability to you.

10.2 Your ability to access the Nexttrain.io Site, use your Account, or use any services made available through or on the Nexttrain.io Site is not guaranteed. We have the right at any point in time, for any or no reason whatsoever, to immediately terminate your access to the Nexttrain.io Site, your Account, or any services made available through or on the Nexttrain.io Site. You agree that we are not liable to you in any way whatsoever for any loss or damage that you may suffer arising from such termination.

10.3 The existence of the Nexttrain.io Site is not guaranteed, and we reserve the right to cease the Nexttrain.io Site or cease operation of the Nexttrain.io Site at any time whatsoever, for any or no reason. You agree that we are not liable to you in any way whatsoever for any loss or damage that you may suffer arising from the foregoing happening.

10.4 Without prejudice to any other right or remedy available to us, if we consider that you have breached any of these Terms or we otherwise consider it appropriate at our discretion, we may immediately, without notice to you and without incurring any liability to you, suspend or terminate your Account and access to the Nexttrain.io Site and/or any services made available through the Nexttrain.io Site (or any part of it) without compensation to you. We may also block access from a particular Internet protocol address to the Nexttrain.io Site and/or any services made available through the Nexttrain.io Site (or any part of it) in the event of any breach of these Terms. In addition, we reserve the right to seek all remedies available under these Terms, at law, and in equity for breach of these Terms.

10.5 On suspension or termination of your Account, you must immediately cease using the Nexttrain.io Site and/or any services made available through the Nexttrain.io Site and must not attempt to gain further access.

Governing Law

11.1 These Terms shall be subject to and construed in accordance with the laws of the United Arab Emirates, and the parties hereby submit to the exclusive jurisdiction of the United Arab Emirates courts.

Additional Policies

12.1 **Nexttrain FZ-LLC:** Nexttrain FZ-LLC maintains the <https://nexttrain.io> Website.

12.2 **Country of Domicile and Governing Law:** United Arab Emirates is our country of domicile, and stipulates that the governing law is the local law. All disputes arising in connection therewith shall be heard only by a court of competent jurisdiction in U.A.E.

12.3 **Accepted Payment Methods:** Visa or MasterCard debit and credit cards in AED will be accepted for payment. We will not trade with or provide any services to OFAC (Office of Foreign Assets Control) and sanctioned countries in accordance with the law of UAE.

12.4 **Age Restriction:** Customers using the website who are minors or under the age of 18 shall not register as a User of the website and shall not transact on or use the website.

12.5 **Payment Confirmation:** Once the payment is made, the confirmation notice will be sent to the client via email within 24 hours of receipt of payment.

12.6 **Cancellation Policy:** Customers can cancel their order within 24 hours; refunds will be made back to the payment solution used initially by the customer. Please allow for up to 45 days for the refund transfer to be completed.

12.7 **Refund Policy:** Refunds will be done only through the Original Mode of Payment.

12.8 **Delivery/Shipping Policy:** The digital course will automatically be assigned to your profile upon purchase.