

ZIYNX™ Terms of Service

Effective Date: **January 30, 2023**

Our mission is to help you achieve yours.

1. Introduction
2. Acceptance of Terms
3. Modification to this Agreement
4. ZIYNX Account Creation
5. Use of Account; Reservation of Rights
6. Availability of the Services
7. User Content
8. Content Guidelines and Standards
9. Termination of Usage
10. Sponsorships and Third-Party Sites
11. ZIYNX Intellectual Property and User Content
12. Copyright and Trademark Notices
13. Warranty and Disclaimer
14. Limitation of Liability
15. Arbitration and Class Action Waiver
16. Assignment; No-Third Party Beneficiaries
17. Notice Policy and Your Consent
18. Geographic Limits of Service
19. Governing Law
20. Integration and Severability
21. Contest Rules
22. No Waiver
23. Contact
24. NCAA Regulations

1. Introduction.

Thanks for choosing ZIYNX! ZIYNX is a platform provided and operated by Next Act Group LLC, a Delaware limited liability company (together with its affiliates, agents, representatives, consultants, employees, officers, and directors – collectively “ZIYNX,” “we,” “us,” and/or “our”), that provides career development, job discovery, and talent recruitment services for connecting collegiate, Olympic, and professional athletes with companies and employers seeking to recruit and interact with athletic talent. Before using ZIYNX, please carefully review the Terms of Service below (“**Terms,**” or “**Agreement**”). These Terms constitute a binding contract between you and Next Act Group, LLC.

2. Acceptance of Terms.

You agree that by creating an account or otherwise accessing or using the website located at teamziynx.com (including all the areas available through such website, collectively, the “**Site**”), downloading the ZIYNX mobile application (“**App**”), and/or using or viewing the various career development, job discovery, or talent recruitment services made available on the App (together with the Site and App, the “**Services**”) offered by Next Act Group LLC, as either a participating business (“**Company User**”) or as an individual athlete (“**Talent User**”), you, the user (collectively “**Users**,” or “**you**”), acknowledge and agree to these legally binding Terms. You also agree to the ZIYNX Privacy Policy (“**Privacy Policy**”) and all other operational rules, policies, and procedures that may be published on the Services by ZIYNX, which are incorporated by reference.

If you are using Services on behalf of a company or other entity, then “**Users**” or “**you**” means that entity, you are binding that entity to this Agreement, and agree that you have the authority to bind such entity.

You agree to use the Services only for lawful purposes, and that you are responsible for your use of the Services and communications with us, all of which must comply with these Terms. You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement and that you are able to abide by and comply with this Agreement.

3. Modification to this Agreement.

Occasionally, we may make changes to these Terms, including the ZIYNX Privacy Policy. ZIYNX reserves the right, at its sole discretion, to modify or replace the Terms at any time. The most current version of these Terms (with the revision date stated) will be made available through the Site or App. In the event that we make material changes to the Terms, we will notify you by displaying a prominent notice on the Site or App or by sending an email to the email address affiliated with your account. Updated versions of the Terms will never apply retroactively and the updated Terms will give the exact date they go into effect. It is your responsibility to check the Terms periodically for changes. Use of the Services by you following any modification to the Terms constitutes your acceptance of the Terms as modified.

4. ZIYNX Account Creation.

Creating a ZIYNX Account

In order to use the Services, you are required to create a ZIYNX account (“**Account**,” as further defined below). You must have competed at the collegiate, Olympic, or professional athlete level and be at least eighteen (18) years of age, or the age of majority in your applicable state, to register an account; otherwise, you must be signed up for, and your Account managed by,

your parent or legal guardian.

You represent that the information in your Account, and any other information you otherwise provide to us, is accurate, current and complete information, and agree to update it and keep it accurate, current and complete. For Talent Users, it is your sole responsibility to keep your user profile information up to date. We reserve the right to suspend or terminate your Account or your access to the Services if any information provided to us proves to be inaccurate, not current, or incomplete.

When you create an account to become a registered user, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer/mobile device, and you hereby agree to accept responsibility for all activities, charges, and damages that occur under your account. It shall be a violation of these Terms to allow any other person to use your account. If you discover any unauthorized use of your account, or other known account-related security breach, you must report it to us immediately by sending an email to help@teamziynx.com. You agree that you are responsible for anything that happens through your account until you close your account or prove that your account security was compromised due to no fault of your own. We cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

Additional Talent User Obligations

Once you create an Account, you have choices about the information to include on your profile, but are required to add education, location interests, career interests, and your My Shot video to make your user profile discoverable or viewable by Company Users.

You don't have to provide additional information on your profile; however content activities or creation, uploading, and posting of videos ("**Videos**") or responses to questions ("**Statements**") help to get more out of our services; including helping companies discover you.

Your completed user profile will be discoverable or viewable by Company Users only pursuant to the terms of the ZIYNX Privacy Policy, as may be updated from time to time. Other Talent Users of the Services cannot discover or view your user profile, however your Videos may appear in an explore feed feature in the App or as an example prompt to help inspire content creation by other Talent Users.

Additional Company User Obligations

Company Users of the Services will be prompted during registration to identify and invite company personnel or team members to join as authorized users. When such personnel or team members accept an invitation to join ZIYNX, each such individual will register a personal user account ("**Company Authorized User**"). Company Users shall be responsible for designating and assigning Company Authorized Users with the following account access and management levels and roles:

1. Owner: Company account owner (the Company User who signed up) can manage:
 - a. Company content (jobs, video questions, statements)
 - b. Company profile
 - c. Company Users (team)
 - d. Account settings (name, password)
 - e. Billing
2. Administrator: Company User that can manage:
 - a. Company content (jobs, video questions, statements)
 - b. Company profile
 - c. Company Users (team)
 - d. Account settings (name, password)
3. Manager: Company User that can manage:
 - a. Company content (jobs, video questions, statements)
 - b. Account settings (name, password)

ZIYNX shall not be liable for any loss or damage arising out of any decisions ultimately made or implemented based on a Company User's use of the Services.

5. Use of Account; Reservation of Rights.

As a condition of use, you agree not to use the Services for any purpose that is prohibited by the Terms or applicable law. The Services are provided only for your own personal use. You are responsible for all your activity in connection with the Services.

We reserve the right to modify, suspend or discontinue all or any aspect of the Services with or without notice to you.

You understand and agree that you will not use the Services to engage in the prohibited conduct below:

- You shall not use the Services for any illegal or fraudulent purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy, and import or export control;
- You shall not use the Services for purposes of competitive analysis, the development of a competing product or service, or any other purpose that is to our commercial disadvantage;
- You shall not submit information or documentation to the Site or App that pertains or belongs to any other party;

- You shall not post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property rights;
- You shall not attempt to use any method to gain unauthorized access to any features of the Services;
- You shall not directly or indirectly decipher, decompile, remove, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services, security-related features of the Services, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on use of the Services, except to the extent applicable laws specifically prohibit such restriction;
- You shall not directly or indirectly modify, translate, or otherwise create derivative works of any part of the Services;
- You shall not directly or indirectly license, copy, sell, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder or commercially exploit the Services, in whole or in part;
- You shall not directly or indirectly take any action that constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam, or chain letters; contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of ZIYNX or any third party; or that impersonates any person or entity, including any employee or representative of ZIYNX;
- You shall not directly or indirectly take any action that imposes or may impose (as determined by ZIYNX in its sole discretion) an unreasonable or disproportionately large load on ZIYNX's or its third-party providers' infrastructure; interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; run Maillist, Listserv, or any form of auto-responder or "spam" on the Service; or use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site or App;
- You shall not sell or otherwise transfer your profile; and
- You are prohibited from posting content that: is direct or specific threat of violence to others; is in furtherance of illegal activities; is harassing, hateful, libelous, defamatory, abusive, or constitutes spam; or is pornographic, predatory, sexually graphic, racist,

offensive, harmful to a minor, or would otherwise violate the rights of any third party or give rise to civil or criminal liability.

If for any reason we determine that you have failed to follow these rules, we reserve the right to prohibit any and all current or future use of the Services by you. If we have reason to suspect, or learn that anyone is violating these Terms, we may investigate and/or take legal action as necessary including bringing a lawsuit for damages caused by the violation. We reserve the right to investigate and take appropriate legal action, including without limitation, cooperating with and assisting law enforcement or government agencies in any resulting investigations of illegal conduct.

6. Availability of the Services.

You acknowledge that there may be interruptions in service or events that are beyond our control. While we use reasonable efforts to keep the Services accessible, the Services may be unavailable from time to time for any reason including, without limitation, system down time for routine maintenance. You further understand that there may be interruptions in service or events on third-party sites that may affect your use of the Services and that are beyond our control to prevent or correct. Accordingly, we cannot accept any responsibility for any connectivity issues that you may experience when using the Site or App or for any loss of material, data, transactions or other information caused by system outages, whether planned or unplanned. You hereby agree that we cannot be held liable to you or any third party should we exercise our right to modify, suspend or discontinue the Services.

We reserve the right to modify, suspend, or discontinue the Services (including, but not limited to, the availability of any feature, database, or content), whether temporarily or permanently at any time for any reason. You agree that ZIYNX shall not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

7. User Content.

After you create an account, you will be able to upload, post or otherwise make available certain User Content (as defined below) through the services, including information without limitation, any text, photographs, and user videos. By posting User Content to the Service, you grant us and our service providers and business partners a nonexclusive, royalty-free, perpetual, irrevocable, sub-licensable, and transferable (in whole or in part) worldwide license to use, modify, publicly display, reproduce, and distribute such User Content on and through the Service, including in connection with the development, production, distribution and/or exploitation (including marketing and promotion) of ZIYNX generally, unless otherwise prohibited by law. You agree that this license includes the right for us to make your User

Content available to other users of the Service, subject to these Terms and the ZIYNX Privacy Policy.

You represent and warrant to us that (a) you own the User Content, or you otherwise have the legal right to use it and you have received all necessary permissions, clearances from, or are authorized by, the owner of any part of the content to submit it to the Services and (b) you have no agreement with or obligations to any third party with respect to the rights herein granted which conflict or interfere with or adversely affect any of the provisions of these Terms or the use or enjoyment by us of any of the rights herein granted.

To the extent such content is attached to your user profile on the Services, the foregoing license includes a right to reproduce your profile, and any name, image, or likeness contained in such profile. Notwithstanding anything to the contrary in the foregoing, if you are a student-athlete subject to the rules and regulations of the National Collegiate Athletic Association (NCAA), we will not use your User Content in a manner that would violate, or cause you to violate, such rules and regulations.

You agree to abide by all applicable local, state, national, and foreign laws, treaties, and regulations, as well as all applicable athletic association or organization rules or regulations, in connection with your use of the Services and its Content. We are not responsible for any information you submit via the Services.

8. Content Guidelines and Standards

Your content is your character. Your persona. Your first impression to stand out to companies. They're looking for those who will make an impact at their company like you did in your athletic career. ZIYNX allows you to showcase your transferable skills and strengthen your career identity. When creating your Account, you are solely responsible for the content you post, upload, and link within ZIYNX. Our Content Standards below define a code of conduct when using ZIYNX. These Content Standards and our Terms of Service have been created so every User can have an enjoyable and purposeful experience. We've done our best to set out specific guidelines to what content we allow on ZIYNX. At any time, we reserve the right, at our sole discretion, to determine what violates our Content Standards and what will not be permitted on the platform. Failure to adhere to these Content Standards and our Terms of Service may result in losing access to ZIYNX.

Be Professional:

We require content to be relevant and on topic. By sharing your expertise and skill sets, it will allow you to be more successful in your career journey.

Do not create, share, or upload:

- Videos that do not solely depict you with your face prominently featured for a portion of content.
- Videos containing you or others as shirtless, in swimsuits or bikinis, and/or in underwear.
- Personal contact information within the video or audio of the video.
- Videos and/or audio content of or from any person under the age of 16.
- Advertisements and promotions for events, products, or services. This includes sponsorships received during your athletic career and any current sponsorships.

Be Authentic:

We require you to use your own identity on ZIYNX, provide accurate information about yourself, and only share information that is verifiable. Pretending to be someone else, including your friends, family members, and/or celebrities, or attempting to deceive others about who you are, is not allowed.

Do not create, share, or upload:

- Fake profiles. Fake profiles are not allowed.
- Misleading or deceptive information about yourself, your education, your qualifications, work experience, affiliations, or achievements.
- Content in a way that you know is, or think may be or could be, misleading or inaccurate. This includes misinformation or disinformation.
- Videos of someone else, or any other image or video that does not depict you.
- Content as another person by using their name, experiences, skill sets, or likeness.
- Content that associates yourself with a business or organization that you are not actually associated with or have not worked for.
- Another account for anyone other than yourself or attempt to use another person's account.
- Your account password with others.
- Content or endorsement of someone or something in exchange for personal benefit (including personal or family relationships, monetary payment, free products or services, or other value.)

Be Smart:

We require every account to be civil, lawful, and respectful as they promote themselves and engage on ZIYNX. Illegal activity will not be tolerated and may result in the removal of your

User Content, being banned or restricted from the App, and, in some cases, being reported to the proper authorities.

Do not create, share, or upload the following prohibited content:

- Any content that violates any intellectual property or other proprietary rights.
- Hate speech that threatens to harm the reputation or property of a person or business entity.
- Content that contains the depiction or promotion of drugs, criminal activities, glorification of violence or self-harm.
- Content that advocates or advances violent extremism or terrorism.
- Content that demeans, defames, or promotes discrimination or violence to others based on their race, color, ethnicity, national origin, religion, sexual orientation, gender identity, disability, veteran status, immigration status, socio-economic status, or age.
- Content that contains expression of personal views on company business practices, reaction to current events, and news.

Violations

Violating our Content Standards can result in the removal of your User Content and/or Account. At any time, we may remove offending content, ban or restrict a user from the App, and, if necessary, notify the proper authorities and/or law enforcement. These policies apply to all Users. If your Account is terminated for violating our Terms of Service or these Content Standards, you may not use ZIYNX again. We will disable Accounts found using infringing content as further described below.

9. Termination of Usage.

You may cancel your account at any time through your account settings or by sending us an email at help@teamziynx.com.

We may suspend or cancel your account without notice to you if you violate this Agreement, or for any reason at all. If your account is canceled, we reserve the right to remove your account information along with any account settings from our servers with NO liability or notice to you. Once your account information and account settings are removed, you will not be able to recover this data and you will lose access to all of your content.

Upon termination of your account. Your license to use our Services terminates. All provisions of these Terms that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and

limitations of liability. You acknowledge and understand that our rights regarding any content you submitted to the website before your account was terminated shall survive termination. For the avoidance of doubt, we may retain User Content in our backups, archives and disaster recovery systems until such User Content is deleted in the ordinary course of business.

10. Sponsorships and Third-Party Sites.

The Services may contain third party advertisements, corporate sponsorships and/or branded content (for example, from our marketing or launch partners as may be designated on the App or Site). The sponsors that provide these advertisements or sponsorships are solely responsible for ensuring that the materials submitted for inclusion on the Services are accurate and that they comply with all applicable laws. We are not responsible for the acts or omissions of any sponsor or advertiser.

Additionally, the Services may permit you to link to other websites or resources on the internet. Links on the Services to third party websites, if any, are provided only as a convenience to you. If you use these links, you will leave the Services. The inclusion or integration of third-party services or links does not imply control of, endorsement by, or affiliation with ZIYNX. Your dealings with third parties are solely between you and such third parties. You agree that we will not be responsible or liable for any content, goods or services provided on or through these outside websites or for your use or inability to use such websites. You will use these links at your own risk.

11. ZIYNX Intellectual Property and User Content.

Intellectual Property

Through the Services, we may make accessible various content, including, but not limited to, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, campaigns, other material and information, and associated trademarks and copyrightable works (collectively, "**Content**").

Our Content

Our Content is protected in many ways, including copyrights, trademarks, service marks, and other rights and laws. You agree to respect all legal notices, information, and restrictions contained in any content accessed through the Services. You also agree not to change, translate, or otherwise create derivative works based off our content. All other Content viewed through the Services is the property of its respective owner. You have a limited, revocable, non-exclusive, non-transferable license to use the Services and our Content solely for legally permitted activities related to our Services as outlined in these Terms.

User Content

Users of the Services may have the ability to contribute, add, create, submit, distribute, facilitate the distribution of, collect, post, or otherwise make accessible Content through

submission of text, photographs, and user videos, or other information in order to use, or continue using, the Services ("**User Content**").

We, including third party partners and our affiliates, may ask you for Feedback (as further defined below) on your experience with the Services. We shall become the owner of any reviews, comments, suggestions or other feedback regarding the Services posted to the Services, ZIYNX social media pages, blogs, product pages, message boards, or micro-communities (collectively, "**Feedback**"). Without limitation, we will have exclusive ownership of all present and future existing rights to the Feedback of every kind and nature everywhere and will be entitled to use the Feedback for any commercial or other purpose whatsoever, including to advertise and promote ZIYNX, without compensation to you or any other person sending the Feedback. You specifically waive any "moral rights" in and to the Feedback. You agree that any Feedback you submit to us will not contain any information or ideas that you consider to be confidential or proprietary.

To the extent that you decide to post any User Content or Feedback on the Services or on ZIYNX social media pages, you agree that your User Content or Feedback will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant us all of the license rights granted herein. You acknowledge that you are responsible for whatever material you submit, and you, not ZIYNX, have full responsibility for the User Content and Feedback, including its legality, reliability, appropriateness, originality, and copyright. We may refuse to accept or transmit User Content. Additionally, we shall have the right to delete, edit, modify, reformat, excerpt, or translate any of your User Content for the purpose of providing Services to you. You acknowledge and agree that we are **not** a data repository for any of your information or documentation and you are solely responsible for keeping and maintaining your information or documentation in your personal records.

Enforcement; Validation of Content

We, including our affiliates, reserve the right to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate any provision of these Terms or otherwise create liability for us or any other person. Such action may include removing your User Content, terminating your Account in accordance with this Agreement, and/or reporting you to law enforcement authorities.

12. Copyright and Trademark Notices.

Copyright Policy

ZIYNX complies with the Digital Millennium Copyright Act (DMCA). We will remove infringing materials in accordance with the DMCA if properly notified that Content infringes copyright. If you believe that your work has been copied in a way that constitutes copyright infringement, please notify the ZIYNX Copyright Agent by email at legal@teamziynx.com or by mail to the

address in the Contact section. Please do not send notices or inquiries about anything other than alleged copyright infringement or other intellectual property claims to our Agent for Notice. Your email must contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services, sufficient for us to locate the material; your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you fail to comply with these notice requirements, your notification may not be valid. Under the Copyright Act, any person who knowingly materially misrepresents that material is infringing or was removed or disabled by mistake or misidentification may be subject to liability.

In accordance with the Digital Millennium Copyright Act, we have adopted a policy of, in appropriate circumstances, terminating User accounts that are repeat infringers of the intellectual property rights of others. We may also terminate User accounts even based on a single infringement.

Counter-Notice

If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a written counter-notice containing the following information to the Copyright Agent: (1) Your physical or electronic signature; (2) Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (3) A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and (4) Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in New York City, New York, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an

action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

13. Warranty and Disclaimer.

THE SERVICES AND ALL INFORMATION CONTAINED HEREIN ARE PROVIDED ON AN “AS IS” BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, ZIYNX, ITS AFFILIATED COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND THE MATERIALS HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, SECURITY, ACCURACY, AVAILABILITY, USE REASONABLE CARE AND SKILL, AND NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, AND COURSE OF PERFORMANCE. ZIYNX MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR FREE OF VIRUSES OR BUGS, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN OR ON THE SERVICES WILL BE CORRECTED. ANY MATERIAL, CONTENT, OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED AND/OR USED THROUGH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, CONTENT OR INFORMATION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ZIYNX ON OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE. YOU AGREE THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT ZIYNX ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TRUTHFULNESS, ACCURACY, TIMELINESS OR COMPLETION OF THE CONTENT OR FAILURE BY THE SERVICES.

14. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE ZIYNX, TOGETHER WITH ITS MANAGERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES, FROM ALL LIABILITY ASSOCIATED WITH YOUR USE OF THE SERVICES. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

You acknowledge that you are responsible for any actions you take while using the Services. You recognize that your use of the Services and any subsequent actions arising from your use of the Services are taken solely at your own risk.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN NO EVENT SHALL ZIYNX, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) TWO HUNDRED U.S. DOLLARS (\$200.00) OR, FOR COMPANY USERS, THE AMOUNT OF FEES PAID AND OWED BY YOU UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, ZIYNX LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

15. Arbitration and Class Action Waiver.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

Initial Dispute Resolution

For any problem or dispute that you may have with us, you acknowledge and agree that you will first give ZIYNX an opportunity to resolve your problem or dispute. In order to initiate this dispute resolution process, you must first send us a written description of your problem or dispute within thirty (30) days of the occurrence of the event giving rise to the dispute by sending an email to legal@teamziynx.com. You then agree to negotiate with us in good faith about the dispute for at least sixty (60) days after our receipt of your written description of it.

Binding Arbitration

If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution under the Initial Dispute Resolution provision, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including their formation, performance and breach), the parties' relationship with each other and/or your use of the Service shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules

and the supplementary procedures for consumer related disputes of the American Arbitration Association (the “AAA”), excluding any rules or procedures governing or permitting class actions. The Commercial Arbitration Rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at +1.800.778.7879.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitration rules also permit you to recover attorney’s fees in certain cases. The arbitrator’s award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Location

The arbitration will take place in New York City, New York.

Class Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND ZIYNX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception – Litigation of Intellectual Property and Small Claims Court Claims

Notwithstanding the parties’ decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights (“**intellectual property rights**” means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court’s jurisdiction.

30-Day Right to Opt-Out

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to us at legal@teamziynx.com. The notice must be sent within 30 days of your first use of the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, we also will not be bound by them.

Changes to this Section

We will provide 30-days' notice of any changes to this section. Changes will become effective on the 30th day, and will apply prospectively only to any claims arising after the 30th day.

The Terms and the relationship between you and ZIYNX shall be governed by the laws of the State of New York without regard to conflict of law provisions.

16. Assignment; No-Third Party Beneficiaries.

The Terms are personal to you, and are not assignable, transferable, or sublicensable by you except with our prior written consent. Any assignment in violation of this section shall be null and void. ZIYNX may assign, transfer, or delegate any of its rights and obligations hereunder without your consent. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms.

17. Notice Policy and Your Consent.

Under these Terms you are contracting with Next Act Group LLC, a Delaware limited liability company. All notices should be addressed to Next Act Group, LLC at the address in the Contact section below.

For the avoidance of doubt, we are entering into this Agreement as principal and not as agent for any other ZIYNX company. Subject to any permitted assignment, the obligations owed by us under this Agreement shall be owed to you solely by us and the obligations owed by you under this Agreement shall be owed solely to us.

You acknowledge and agree that we may give you notice by means of a general notice on the Services, electronic mail to your email address in your account or by written communication sent by first class mail or pre-paid post to your address in your account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or text). You may give notice to us, with such notice deemed given when received by us, at any time by first class mail or pre-paid post to the address set forth in the Contact section or at such other address as we may advise from time to time, pursuant to this provision.

18. Geographic Limits of Service.

We make no representation that materials contained on the Services or products described or offered are appropriate or available for use in jurisdictions outside the United States or that these Terms comply with the laws of any other country. Accessing the Service is prohibited from territories where the Content is illegal. If you access the Service from other locations, you do so at your own initiative and are responsible for compliance with local laws. You agree that you will not access the Services from any territory where the contents are illegal, and that you, and not ZIYNX, are responsible for compliance with applicable local laws.

19. Governing Law.

These Terms (and any further rules, policies, or guidelines incorporated by reference) shall be governed by and construed in accordance with the laws of the State of New York and the United States, without giving effect to any principles of conflicts of law, and without application of the Uniform Computer Information Transaction Act or the United Nations Convention of Controls for International Sale of Goods.

You agree that ZIYNX and its Services are deemed passive and that do not give rise to personal jurisdiction over ZIYNX or its parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders, either specific or general, in any jurisdiction other than the State of New York. You agree that any action at law or in equity arising out of or relating to these Terms, or your use or non-use of the Services, shall be filed only in the state or federal courts located in New York City, New York and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. You irrevocably waive any right you may have to trial by jury in any dispute, action, or proceeding.

20. Integration and Severability.

These Terms and other referenced material, including any applicable Contest Rules, constitute the entire agreement between you and us with respect to the Services, and supersede all prior or contemporaneous agreements, representations, warranties, and understandings (whether oral, written or electronic) between you and us with respect to the Services and govern the future relationship. If a court in any final, unappealable proceeding holds any provision of these Terms or its application to any person or circumstance invalid, illegal or unenforceable, the remainder of these Terms, shall not be affected, and shall be valid, legal and enforceable to the fullest extent permitted by law.

21. Contest Rules

Your use of the Services may be subject to additional terms and conditions, such as terms or rules that apply to a specific promotion or contest on the Services in which you participate or automatically enter (“**Contest**”) and which may be made available or modified by us from time

to time (“**Contest Rules**”). Each Contest shall be governed by the applicable Contest Rules relating to that Contest. Contest Rules are in addition to, and shall be deemed a part of, this Agreement. In the event of a conflict between the Contest Rules and this Agreement, the Contest Rules shall govern but only with respect to such Contest.

22. No Waiver.

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

23. Contact.

If you have any questions regarding these Terms please contact us at help@teamziynx.com or by mail at 420 Lexington Ave Suite 1402 POB 1033, New York, NY 10170.

24. NCAA Regulations.

We are in no way affiliated with or sponsored by the NCAA. You are responsible for your own activities in connection with your use of the Services, and you are responsible for knowing and complying with the NCAA’s rules, regulations, and laws or similar rules, regulations and laws (collectively, the “**NCAA Regulations**”). We are not responsible if you do not abide by these Terms or the NCAA Regulations. If your use of the Services may violate NCAA Regulations, we may take reasonable steps in response, including, but not limited to, terminating your access to and use of the Services and/or reporting such conduct to the NCAA or other appropriate authorities or entities. We do not knowingly promote any violations of NCAA Regulations.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THE PRIVACY POLICY, AND AGREE THAT MY USE OF THE SERVICES IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.