

MEMBERSHIP AGREEMENT

This Membership Agreement governs membership in the Next Wave Connect, Inc. (NWC) social networking community platform, allowing you full access to the membership portions of your respective virtual engagement ecosystem(s), as a part of the main platform located at <https://community.nextwaveconnect.com/> (the "Platform"). This Membership Agreement is in addition to the Terms of Use and the Privacy Policy applicable to the platform. The platform is operated by NWC. By using the platform you are entering into a binding agreement between NWC and the USER including this license and all of its related terms and conditions.

Access and use of the membership portions of the platform are provided by NWC to USER on condition that you accept the terms and conditions of this Membership Agreement and of the Terms of Use and by accessing or using the membership portions of the platform, USER agrees to the terms and conditions of this Membership Agreement and the Terms of Use. If USER does not agree to accept and abide by this Membership Agreement and the Terms of Use, USER will not be allowed access or use of the membership portions of the platform. In the event of any inconsistency between this Membership Agreement and the Terms of Use, the terms of this Membership Agreement shall govern.

NWC reserves the right, in its discretion, to change or modify all or any part of this Membership Agreement at any time, effective immediately upon notice published on the platform. USER's continued use of the membership portions of the platform after such notice constitutes your binding acceptance of the terms and conditions in this Membership Agreement, including any changes or modifications made by NWC as permitted above. If at any time the terms and conditions of this Membership Agreement are no longer acceptable to USER, USER should immediately cease use of the membership portions of the platform.

Use of Content

You acknowledge that the platform contains or may contain information, software, photographs, illustrations, audio files, video files, animations, flash files, data files, code snippets and other material (collectively, "Content") that is protected by copyright, trademark or other proprietary rights of NWC or NWC's licensors.

USER may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, reverse engineer or in any way exploit any of the Content, in whole or in part, except as otherwise expressly permitted in this Membership Agreement and any other agreement entered into at the time such Content was downloaded.

USER may download Content only in accordance with the terms of this Membership Agreement (Platform Usage Agreement is presented for acceptance after user profile creation).

Registration Data and Account Security

In consideration of USER's use of the platform, USER agrees to: (a) provide accurate, current and complete information about USER and employees as may be prompted by any registration forms on the platform ("Registration Data"); (b) maintain and promptly update the Registration Data, and any other information USER provides to NWC, to keep it accurate, current and complete; (c) maintain the security of USER employee passwords and identification; (d) notify NWC immediately of any unauthorized use of your account or other breach of security; and (e) accept all responsibility for any and all activities that occur under the USER account.

NWC will use standard web security protocols (e.g. SSL) and secure messaging to deliver a measure of privacy and security for its members.

Rules of Conduct

USER agrees that USER employees will not use the platform for any purpose that is unlawful or not permitted by this Agreement. By way of example, and not as a limitation, USER agrees that when communicating via the platform, USER employees shall not do any of the following:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others.
 - Publish, post, distribute or disseminate any defamatory, infringing, obscene, pornographic, sexual, indecent or unlawful material or information.
 - Upload or otherwise transfer files that contain viruses, corrupted files or any other similar software or programs that may damage or inhibit the operation of another computer.
 - Advertise or offer to sell any goods or services or conduct or forward surveys, contests or chain letters.
 - Download any file posted by another user of a Forum that USER employees know, or reasonably should know, cannot be legally distributed in such manner.

- Use any communications or Licensed Content or other information obtained through the platform in a manner that is competitive with the platform or NWC' business.

USER acknowledges that Forums and Comments Threads are public and not private communications. Further, USER acknowledges that no communication of a third party is endorsed by NWC and no communication of a third party may be considered reviewed, screened or approved by NWC. As explained below, NWC reserves the right for any reason to remove without notice any communication or other material posted to the platform.

USER also agrees not to use the platform in any manner that could damage, disable, overburden, or impair the platform or interfere with any other party's use and enjoyment of the platform. You also agree not to attempt to gain unauthorized access to any other NWC member accounts, computer systems or networks associated with the platform. You also agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the platform.

Managing Content

NWC does not and cannot review all communications uploaded to the platform and is not responsible for the content of such communications. Notwithstanding the foregoing, NWC reserves the right to delete, move or edit any communication that it may determine, in its sole discretion, violates or may violate this Membership Agreement or is otherwise unacceptable. USER shall remain solely responsible for all communications made by USER employees.

Confidential Information

USER acknowledges that the Confidential Information (defined below) which USER obtains through the entering into of this Membership Agreement and the use of the platform constitutes valuable, confidential, proprietary information of NWC, and USER agrees that during the term of this Membership Agreement and thereafter USER shall not, without the express written consent of NWC, use or disclose to any other person any such Confidential Information, except as specifically authorized under this Membership Agreement or as required by applicable law.

For the purposes of this Membership Agreement, "Confidential Information" means any and all data, information, documents, software or materials relating to the business and management of NWC, that is designated as confidential or ought reasonably to be considered confidential,

including but not limited to: their business model and operations, processes, products, designs, pricing, promotions, business plans, business opportunities, finances, research, development, know-how, trade-secrets, training materials, personnel, clients, methodologies, platform content belonging to others and other intellectual property.

Indemnity

USER agrees to indemnify, defend and hold NWC, and its directors, officers, employees, shareholders, partners and agents (collectively, the "NWC Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including lawyers' fees on a solicitor and client basis) incurred by any NWC Party in connection with: (i) any use or alleged use of the platform under USER Member Name by any person, whether or not authorized by USER; (ii) or resulting from any communication made under USER Member Name; or (iii) any breach by USER of this Membership Agreement. NWC reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by USER, and in such case, you agree to cooperate with NWC' defense of such claim.

Term and Termination

This Membership Agreement is effective until terminated. You may terminate this Membership Agreement with 60 days notice by emailing support@nextwaveconnect.com or by such other means of written notice acceptable to NWC which enables confirmation of USER identity and your intention to terminate. NWC reserves the right, in its sole discretion, to restrict, suspend or terminate USER's right to access the membership portions of the platform at any time for any reason without prior notice or liability. NWC may change, suspend or discontinue all or any aspect of the platform at any time, including the availability of any feature, database, or Content, without prior notice or liability.

Termination of this Membership Agreement does not relieve USER of its responsibilities to pay any amounts due to NWC under this Membership Agreement or USER obligations to not use the membership portions of the platform or any Licensed Content other than in the manner permitted under this Membership Agreement or any other agreement entered into at the time such Licensed Content was downloaded. Termination of this Membership Agreement shall operate without prejudice to the NWC' rights, defenses and limitations of liability provided under this Membership Agreement, which rights, defenses and limitations of liability shall survive termination of this Membership Agreement.

DISCLAIMER OF WARRANTIES

THE PLATFORM, INCLUDING ANY CONTENT CONTAINED THEREIN, ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NWC DOES NOT REPRESENT OR WARRANT THAT PLATFORM USE WILL BE UNINTERRUPTED OR ERROR FREE.

NWC DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM OR ANY CONTENT AVAILABLE FOR DOWNLOADING THROUGH THE SITE WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

LIMITATION OF LIABILITY

USER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE PLATFORM INCLUDING WITHOUT LIMITATION ANY OF THE CONTENT OR INFORMATION CONTAINED THEREIN.

IN NO EVENT SHALL NWC OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, LICENSORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS MEMBERSHIP AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE PLATFORM, THE CONTENT OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF NWC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN ANY EVENT, NWC'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS MEMBERSHIP AGREEMENT OR IN RESPECT OF THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE SITE OR THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO CURRENT ANNUAL FEES PAID IN THE CURRENT MEMBERSHIP YEAR IN US DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO USER. IN SUCH JURISDICTIONS, THE LIABILITY OF NWC OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Applicable law

This Membership Agreement will be governed under the laws of the State of Texas and the federal laws of the United States of America applicable therein (without reference to conflicts of laws principles). USER hereby irrevocably submits to the exclusive jurisdiction of the Texas Courts in the United States of America with respect to the subject matter of this Membership Agreement. This Membership Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

USER consents to service of any required notice or process upon you by email, registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by USER at the time USER is first granted access to the membership portions of the platform, or such other address as USER may advise us in writing to use, from time to time.

If NWC is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, USER agrees to reimburse NWC for its legal fees, costs and disbursements if NWC is successful.

General

NWC's failure to insist upon or enforce strict performance of any provision of this Membership Agreement shall not be construed as a waiver of any provision or right.

If any provision or part thereof of this Membership Agreement is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof. This Agreement is specific to USER and is not assignable by USER without NWC's prior written consent. NWC may assign this Agreement without your consent to any other party so long as

such party agrees to be bound by its terms. This Agreement is our entire agreement regarding the platform, services and content.

Contact

If you have concerns relating to the platform or this Membership Agreement, please contact NWC at support@nextwaveconnect.com.

Acknowledgement

BY EXECUTION OF THE ACCEPTANCE FEATURE FOR COMPLETING A USER PROFILE, USER ACKNOWLEDGES THAT IT HAS READ THIS MEMBERSHIP AGREEMENT, UNDERSTAND IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. USER FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN USER AND NWC, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN USER AND NWC RELATING TO THE SUBJECT OF THIS MEMBERSHIP AGREEMENT.

Keep me signed in