

NEXVOID, INC.

Terms of Service

Version 2.0-A | Effective Date: June 17, 2026
131 Continental Dr, Suite 305, Newark, DE 19713, USA

These Terms of Service ("Terms") govern your access to and use of the NEX+ mobile application and related services (collectively, the "Service") operated by NexVoid, Inc. ("Company," "we," "our," or "us"). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

1. ELIGIBILITY

You must be at least 18 years of age to use the Service. By using the Service, you represent and warrant that you meet this requirement and have the full legal capacity to enter into a binding agreement.

2. ACCOUNT REGISTRATION

To access certain features, you must register for an account. You agree to:

- Provide accurate, current, and complete information during registration.
- Maintain and promptly update your account information.
- Keep your credentials secure and not share them with any third party.
- Notify us immediately of any unauthorized use of your account.

You are entirely responsible for all activity that occurs under your account. We reserve the right to suspend or terminate accounts that violate these Terms.

3. SERVICE DESCRIPTION

NEX+ is a platform that provides the following services to its users:

3.1 Loyalty Points Program

The Service enables Merchants to offer loyalty points programs to their customers. Customers earn points through qualifying transactions at participating Merchants. Points are program-specific, possess no independent cash value, are non-transferable, and cannot be exchanged for cash. Points may expire based on Merchant-configured expiry rules; you will receive advance notification before points expire.

3.2 Rewards and Redemption

Customers may redeem accumulated points for rewards (discounts, vouchers, or free items) as offered by participating Merchants. Each reward has its own terms, including points required, minimum spend, expiry, and applicable locations. Redeemed vouchers have their own validity period and are subject to the issuing Merchant's fulfillment.

3.3 Payment Processing (Tap to Pay)

The Service enables Merchants to accept contactless payments using the Tap to Pay on iPhone feature, powered by Stripe, Inc. All payment card data is processed directly by Stripe and is never stored on the

Merchant's device or our servers. By using Tap to Pay, Merchants agree to comply with Apple's and Stripe's terms of service for payment acceptance.

3.4 Promotional Campaigns

Merchants may create promotional campaigns, including joint campaigns with other participating Merchants. Campaign-specific terms, including duration, eligibility, and point rules, will be communicated at the time of each campaign.

3.5 Errand and Delivery Service

The Service may facilitate delivery and errand services through independent service providers ("Runners"). NexVoid, Inc. acts solely as a technology platform connecting users with Runners. Runners are independent contractors, not employees or agents of NexVoid, Inc. They retain full discretion to accept or decline service requests, supply their own equipment and vehicles, and are solely responsible for their own tax obligations, licensing, insurance, and regulatory compliance.

3.6 Merchant Data and Catalog

The Service processes and displays merchant catalog information, business hours, and related data. We do not guarantee the absolute accuracy, completeness, or real-time precision of any third-party data.

4. MERCHANT SUBSCRIPTION

Access to certain Merchant features requires a paid subscription plan. Subscription terms:

- Subscriptions are billed monthly or annually via Stripe.
- Subscriptions automatically renew unless canceled before the renewal date.
- Cancellation takes effect at the end of the current billing period; no pro-rata refunds are issued for partial periods.
- We reserve the right to modify subscription pricing with 30 days advance notice.
- Downgrading may result in loss of access to features associated with the higher tier.

5. PAYMENTS, FEES, AND REFUNDS

5.1 Payment Processing

All payments are securely processed by Stripe, Inc. NexVoid, Inc. does not store full payment card numbers, CVV, or expiration dates. By making a payment, you agree to Stripe's terms of service.

5.2 Transaction Fees

The Platform may charge transaction fees, platform service fees, or routing fees as applicable. All fees are displayed before transaction finalization.

5.3 Refunds

Refund eligibility depends on the nature of the transaction. Payment transaction refunds are processed at the Merchant's discretion. If a refund is issued, any loyalty points earned from the original transaction will be deducted from your balance. Subscription fees are non-refundable for partial billing periods.

6. USER CONDUCT

You agree not to:

- Use the Service for any unlawful purpose or in violation of these Terms.
- Engage in unauthorized automated data scraping, reverse-engineering, or decompilation.
- Attempt to interfere with or compromise the security or proper functioning of the Service.
- Impersonate another person or entity.
- Use VPN, location spoofing, or other tools to circumvent geographic restrictions or fraud detection.
- Create multiple accounts to abuse promotions, loyalty points, or referral programs.

7. INTELLECTUAL PROPERTY

All platform architecture, source code, visual interfaces, graphics, algorithms, and databases are the exclusive intellectual property of NexVoid, Inc. and are protected by applicable copyright and intellectual property laws. You may not reproduce, modify, distribute, or create derivative works without our prior written consent.

8. IDENTITY VERIFICATION

Certain features, including Merchant onboarding and Runner registration, require identity verification conducted by our third-party partners (Stripe Identity, Checkr, Inc.) in compliance with applicable laws. By using these features, you consent to the collection and processing of identity documents as described in our Privacy Policy.

9. PRIVACY

Your use of the Service is also governed by our Privacy Policy, available at <https://legal.nex-void.com>. The Privacy Policy describes how we collect, use, and protect your personal information.

10. DISCLAIMERS AND LIMITATION OF LIABILITY

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. NEXVOID, INC. IS NOT LIABLE FOR THE QUALITY, LEGALITY, SAFETY, OR AVAILABILITY OF ANY THIRD-PARTY GOODS, SERVICES, OR TRANSACTIONS FACILITATED THROUGH THE PLATFORM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEXVOID, INC.'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO NEXVOID, INC. IN THE 12 MONTHS PRECEDING THE CLAIM, OR (B) USD \$100.

NEXVOID, INC. IS NOT RESPONSIBLE FOR ANY LOSS OF LOYALTY POINTS, REWARDS, OR PROMOTIONAL BENEFITS DUE TO SYSTEM ERRORS, MERCHANT ACTIONS, OR ACCOUNT TERMINATION.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless NexVoid, Inc., its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from your use of the Service, violation of these Terms, or infringement of any third-party rights.

12. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by the laws of the State of Delaware, USA, without regard to conflict of law principles. Any dispute arising from these Terms shall be resolved via binding arbitration under the rules of the American Arbitration Association, conducted in English. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

13. TERMINATION

We may suspend or terminate your access to the Service at any time, with or without cause, upon notice. Upon termination: (a) your right to use the Service ceases immediately, (b) any unredeemed points or pending rewards may be forfeited, and (c) provisions that by their nature should survive termination (including Sections 7, 10, 11, and 12) shall survive.

14. SMS MESSAGING TERMS

Program Name: NEX+. NEX+ sends SMS messages for account verification (OTP), account status notifications, and security alerts. Message frequency varies based on account activity. Message and data rates may apply depending on your mobile carrier. To opt out, reply STOP to any message. For help, reply HELP or contact support@nex-void.com. SMS consent is not a condition of using the Service.

15. MODIFICATIONS TO TERMS

We reserve the right to modify these Terms at any time. Material changes will be communicated via push notification or email at least 14 days before taking effect. Continued use of the Service after the effective date constitutes acceptance. The current version is always available at <https://legal.nex-void.com>.

16. CONTACT INFORMATION

For questions about these Terms:

- **Legal:** law@nex-void.com
- **Support:** support@nex-void.com
- **Mail:** NexVoid, Inc., 131 Continental Dr, Suite 305, Newark, DE 19713, USA