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PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO USE THE SITE AND YOU MUST IMMEDIATELY CEASE USING THE SITE.

BY ACCESSING, BROWSING, OR USING THIS SITE, YOU ACCEPT AND AGREE TO THESE TERMS WHICH BIND YOU LEGALLY, AND YOU FURTHER:

(A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS;

(B) ACKNOWLEDGE THAT YOU ARE 18 YEARS OF AGE OR OLDER OR THAT YOU ARE 18 YEARS OF AGE OR OLDER AND YOU HAVE GIVEN US YOUR CONSENT TO ALLOW ANY OF YOUR MINOR DEPENDENTS TO USE THIS SITE;

(C) ACKNOWLEDGE THAT WE WILL COLLECT AND USE YOUR INFORMATION TO PROVIDE THE PRODUCTS AND SERVICES YOU REQUEST THROUGH THE SITE;

(D) WARRANT THAT ALL INFORMATION PROVIDED UPON REGISTRATION AS PART OF YOUR ACCOUNT IS TRUE, COMPLETE, AND ACCURATE, AND THAT YOU WILL PROMPTLY INFORM

US OF ANY CHANGES TO SUCH INFORMATION BY UPDATING THE INFORMATION ON YOUR ACCOUNT;

(E) AGREE TO TERMS OF THE Nikao Group's PRIVACY POLICY ("PRIVACY POLICY"), AVAILABLE AT <https://www.nikaogroup.us>; and

(F) ACKNOWLEDGE AND AGREE THAT THE SITE ACCESSES AND USES YOUR LOCATION INFORMATION BASED ON THE LOCATION OF YOUR DEVICE AT THE TIME OF CONNECTION.

If at any time after reviewing or using the Site you wish to terminate such use or these Terms, you must cease the use of the Site from your Device completely. "Device" means any Android or iOS compatible basic phone, smartphone, smartwatch, tablet, laptop, or computer.

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Every member's registration data and various other personal information are strictly protected by the Nikao Group Online Privacy Policy (see the full Privacy Policy at <https://www.nikaogroup.us>). As a member, you herein consent to the collection and use of the information provided, including the transfer of information within the United States and/or other countries for storage, processing or use by Nikao Group and/or our subsidiaries and affiliates.

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Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable Content, uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, as well as the sanctions control program of the United States. Furthermore, you state and pledge that you:

- a) are not on the list of prohibited individuals which may be identified on any government export exclusion report nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
- b) agree not to transfer any software, technology or any other technical data through the use of our network Services to any export-prohibited country;
- c) agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and
- d) agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

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Those areas which may be deemed "publicly accessible" areas of Nikao Group's sites are such areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to visitors.

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Nikao Group provides an area for our users to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("Contributions") to our site, you acknowledge and agree that:

- a) your Contributions do not contain any type of confidential or proprietary information;
- b) Nikao Group shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
- c) Nikao Group shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;
- d) the contributor's Contributions shall automatically become the sole property of Nikao Group; and
- e) Nikao Group is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

Indemnity

All users herein agree to insure and hold Nikao Group, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors harmless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorneys' fees made by any third party, which may arise from any content a user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of Nikao Group Services or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

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Warranty Disclaimers

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

a) THE USE OF NIKAO GROUP SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. NIKAO GROUP AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b) NIKAO GROUP AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) NIKAO GROUP SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) NIKAO GROUP SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE NIKAO GROUP SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF NIKAO GROUP SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR

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d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM NIKAO GROUP OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

Limitation Of Liability

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT NIKAO GROUP AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICES;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

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Exclusions And Limitations

THERE ARE SOME JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

Third Parties Beneficiaries

You herein acknowledge, understand and agree, unless otherwise expressly provided in these Terms, that there shall be third-party beneficiaries to this agreement.

Notice

Nikao Group may furnish you with notices, including those with regards to any changes to the Terms, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website, or other reasonable means currently known or any which may be hereinafter developed. Any such notices may not be received if you violate any aspects of the Terms by accessing our Services in an unauthorized manner. Your acceptance of these Terms constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

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Nikao Group will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, Nikao Group may disable and/or terminate the accounts of any user who repeatedly violates our Terms and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- A description of the location of the site which you allege has been infringing upon your work;
- The physical address, telephone number, and email address;
- A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is the truth and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The Nikao Group Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:
Nikao Group, LLC
2900 Bridle Ct.
Lake Geneva, WI 53147
Telephone: 866 585 8115
Email: contact@nikaogroup.us

Closed Captioning

BE IT KNOWN, that Nikao Group complies with all applicable Federal Communications Commission rules and regulations regarding the closed captioning of video content. For more information, please visit our website at <https://www.nikaogroup.us>.

General Information

ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and Nikao Group and shall govern the use of our Services, superseding any prior version of these Terms between you and us with respect to Nikao Group Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Nikao Group Services, affiliate Services, third-party content or third-party software.

CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and Nikao Group with regard to the Terms that the relationship between the parties shall be governed by the laws of the State of Florida without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the Terms, or the relationship between you and Nikao Group, shall be filed within

the courts having jurisdiction within the County of Miami-Dade, Florida or the U.S. District Court located in said state. You and Nikao Group agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

WAIVER AND SEVERABILITY OF TERMS

At any time, should Nikao Group fail to exercise or enforce any right or provision of the Terms, such failure shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

STATUTE OF LIMITATIONS

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the Terms must be filed within 3 year(s) after said claim or cause of action arose or shall be forever barred.

VIOLATIONS

Please report any and all violations of these Terms to Nikao Group as follows:

Mailing Address:
Nikao Group, LLC
2900 Bridle Ct.
Lake Geneva, WI 53147
Telephone: 866 585 8115
Email: contact@nikaogroup.us