

## REFUND POLICY

**Membership accounts fees:** Membership accounts are not refundable or transferable. Credits obtained with your membership or purchased on the site are also not refundable or transferable.

**Affiliate Premium Marketing Tools:** There are no charges or fees to become a NEURS Affiliate. However, Affiliates may purchase Premium Marketing Tools to support their Affiliate businesses. Refunds for these purchases are governed by the NEURS Independent Contractor Agreement for Affiliates and not this Payment Agreement.

### I. Acceptance of Terms

Payments made by you to NEURS LLC (hereinafter referred to as "we", "us", "our" or "NEURS"), its subsidiaries, agents and affiliates, are subject to the following Payment Agreement (hereinafter referred to as this "Agreement"). NEURS reserves the right to update this Agreement at any time without notice to you.

### II. Purchases

When confirming a payment or transaction with NEURS, you agree and hold full responsibility to paying the full amount for that transaction. A part of the payment or transaction may include taxes, shipping costs, or other similar fees. Although some of the products and services on the Site are provided by third-parties, NEURS will work with you in order to make sure you are happy with the products and services provided on the Site. However, as it may be difficult or impossible to determine the nature and complexity of transactions in general prior to your request for a refund, full or partial refunds and the amount of each refund will be at the sole discretion of NEURS. For more information, please see Section V, below.

NEURS membership fees, both initial and subsequent, are non-refundable or transferable in whole or in part. No prorating will be done or partial refunds made for memberships terminated prior to the end of the membership period already paid for.

If you purchase products or services on NEURS and your payment method fails or your account is past due, NEURS may take steps to collect past due amounts using other collection mechanisms. You agree to pay all expenses associated with such collection, including reasonable attorneys' fees. Interest will accrue on any past due amounts at the rate of the lesser of 1% per month or the lawful maximum.

### III. Payment Instruments

NEURS may accept one or more payment instruments, including, but not limited to, credit cards, debit cards, direct debits, e-checks and wire transfers (hereinafter referred to as the "Payment Instrument"). When you disclose a Payment Instrument to NEURS in relation to a financial transaction, you are representing and warranting NEURS that you have the necessary rights required to use the Payment Instrument to pay for the financial transaction in full. NEURS reserves the right to store information related to the Payment Instrument associated with a financial transaction. NEURS will charge one or more Payment Instruments disclosed by you for the full amount of a financial transaction before you are provided access

to the products and/or services related to the financial transaction. If the Payment Instrument is a credit card or debit card, NEURS reserves the right to pre-authorize the financial transaction for the full amount. Once the financial transaction is complete, the full amount will be charged to the Payment Instrument.

#### **IV. Actions and Terms**

You agree to authorize NEURS, using third parties directly or indirectly, to make any inquiries that NEURS considers necessary at NEURS's discretion pertaining to your identity and creditworthiness. NEURS may terminate your transaction if NEURS believes that the transaction violates the terms of this Agreement or NEURS believes that the transaction may result in financial loss. NEURS may place a delay on a payment for a period of time, limit payment sources for a transaction, and limit your ability to make a payment or deactivate your account if NEURS believes doing so may prevent financial loss. NEURS may contact your payment source issuer, law enforcement, or impacted third parties and share details of any transactions you have participated in if NEURS believes doing so may prevent financial loss or a violation of law. If your payment source issuer or PayPal® disputes a charge for a transaction you participated in, NEURS reserves the right to expire the respective products or services at any time without warning.

NEURS reserves, at its sole discretion or as otherwise required by law, the right to contact law enforcement agencies in situations where NEURS cannot verify your identity or creditworthiness related to a financial transaction and believes a crime or misdemeanor may be taking place. NEURS, at its sole discretion, may cancel any financial transaction it believes is in violation of any of its Terms of Service, Privacy Policy, this Agreement or any other agreement associated with a financial transaction.

NEURS further reserves the right, at its sole discretion, to take any necessary steps to collect past due amounts from you, including expenses associated with collections, attorneys' fees and interest. Interest will accrue on any past due amounts at the rate of the lesser of 1% per month or the lawful maximum.

#### **V. Disputes**

If you believe that an unauthorized, illegal, or otherwise problematic transaction has occurred under your account, you agree to notify NEURS immediately. To the fullest extent permitted by law, you waive all claims against NEURS related to payments unless you submit the claim to NEURS within 30 days after the charge. You are responsible for and agree to reimburse NEURS for all fees, fines, penalties, costs and other liabilities incurred by NEURS that were caused or arose out of payments that you authorized. If you enter into a transaction with a third party and have a dispute over the goods or services you purchased NEURS has no liability for such goods or services.

NEURS has no obligation to intervene in disputes between users, or users and third parties. Please note that NEURS charges a fee to handle disputes between buyers and sellers. Where the buyer and seller cannot amicably negotiate a full or partial refund without assistance from NEURS, NEURS may offer to assist in the dispute resolution process and will charge a five (5) percent fee to moderate the dispute resolution process. NEURS also reserves the right, at its sole and absolute discretion, to charge additional fees for dispute resolution as it deems necessary.

NEURS may provide notices to you by sending you a message through NEURS's website, products and/ or services, or by sending them to an e-mail address you previously provided to NEURS. These notices shall be considered received by you within twenty-four (24) hours of the time posted. You must send notices to us relating to financial transactions by e-mailing: support@NEURS.com. The Payment Agreement in place at the time you confirm a financial transaction will govern that financial transaction. No remedies exist for the failure of NEURS to allow for you to complete a financial transaction at any given time.

## **VI. Fees**

Some of the Services on NEURS may require a fee for usage. Services requiring a fee may only be available to a user if their account is in good standing and all associated fees are pre-paid in advance.

## **VII. Earnings**

Any monies you earn through our Affiliate or Referral Programs must be withdrawn or utilized during the period you are enrolled as a member of NEURS. NEURS may provide one or more methods for withdrawing revenue. NEURS is not required to offer a method that is convenient or in any particular way accessible to you.

## **Viii. Limitation of liabilities; warranty disclaimer**

No warranty is provided by NEURS for any product or service provided by or sold on or through NEURS's website, products or services. In no event shall NEURS, its representatives, agents, or assigns be liable for any special, consequential or indirect damages or any damages whatsoever resulting from the loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of NEURS's website, products or services. If you are a California resident, you waive California civil code §1542, which says: "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## **IX. Other**

You are only allowed to complete a financial transaction in accordance with this Agreement if you are over the age of eighteen (18) years of age or have the express permission and involvement of a parent or legal guardian who must accept the terms of this Agreement on your behalf. In this event, your parent or legal guardian assents and agrees to all terms of this Agreement and any other related agreement associated with the financial transaction.

Some countries may restrict or forbid your ability to complete a financial transaction with NEURS. Nothing in this Agreement overrides or circumvents applicable international or foreign laws. NEURS reserves the right, at its sole discretion, to cancel any financial transaction that may run afoul of said international or foreign laws.

Any commitment required by NEURS's Terms of Service, Privacy Policy or other agreement apply to this Agreement. In the event of a conflict, the terms of this Agreement shall prevail.