

Nexcore Holdings LLC, its Subsidiaries and/or Assigns Terms of Use

Last Updated: August 21, 2017

1. Acceptance of These Terms

Welcome! This website, www.theNexcore.com (the "**Site**," including all subdomains), is a copyrighted work belonging to Nexcore Holdings LLC, its Subsidiaries and/or Assigns ("**we**," "**us**," and "**our**"). These terms of service (the "**Terms**") govern your access to and use of the services available on this Site (the "**Services**"). Specific features of the Site may have additional rules and terms associated with them, and such additional rules and terms will be prominently posted or otherwise made available to each user ("**you**" and "**your**," including any entity you represent) and are incorporated herein by reference.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN YOU AND NEXCORE HOLDINGS LLC, ITS SUBSIDIARIES AND/OR ASSIGNS. BY USING THIS SITE AND THE RELATED SERVICES YOU UNCONDITIONALLY AGREE TO BE BOUND BY THESE TERMS, INCLUDING ALL EXCLUSIONS AND LIMITATIONS OF LIABILITY HEREIN, AND WARRANT THAT YOU HAVE FULL AUTHORITY AND CAPACITY, LEGAL AND OTHERWISE, TO USE THE SERVICES. YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES IF YOU DO NOT AGREE TO ANY PART OF THESE TERMS.

THESE TERMS LIMIT THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE AND REQUIRE THAT ALL DISPUTES BE RESOLVED THROUGH BINDING ARBITRATION. THIS MEANS THAT YOU AGREE TO RESOLVE DISPUTES INDIVIDUALLY ACCORDING TO THE ARBITRATION PROVISIONS BELOW RATHER THAN IN A COURT OF LAW OR THROUGH A CLASS ACTION LAWSUIT.

Children under 13 [thirteen] years old are allowed to use the Site and Services directed at children with parental consent and supervision.

2. License to Use Website

This Site primarily operates as a(n) for-profit business website. Subject to these Terms, you are granted a personal, worldwide, non-transferable, non-exclusive, royalty-free, limited license to use and access the Site. You must use this license only in the manner permitted by these Terms for the sole purpose of using and enjoying the benefit of the Services provided by the Site.

3. Advertisements

The Services provided may include advertisements, some of which may be targeted based on the type of information on the Site, queries made, or other information, whether submitted by you or others. The types and amount of advertising on the Site or through the Services is subject to change.

4. Cookies

This website uses cookies. Cookies store information related to visitors' preferences, browser type, and other information in order to optimize their experiences. By using this Site you acknowledge your understanding of and consent to Nexcore Holdings LLC, its Subsidiaries and/or Assigns's use of cookies. You may delete cookies already on your computer by consulting the instructions for your file management software. You may also disable future cookies in your browser settings. Please note, however, that disabling cookies may prevent or impair your ability to access and fully make use of certain Services and areas of the Site.

You also acknowledge that websites such as Google and other third-party vendors to our Site may use DART cookies to provide add-ons to our Site based upon visitors visiting our Site and other websites. Visitors may decline the use of DART cookies by visiting the Google ad and content network Privacy Policy at the following URL: http://www.google.com/privacy_ads.html.

5. Acceptable Use Policy

By using this Site you agree to use the Services in compliance with these Terms and all applicable rules and regulations, including the local, state, national, and international laws that apply to your jurisdiction. We are based in Missouri, United States. This Site is meant for use by persons within the United States. It may be illegal for certain persons to use the Site in some countries. We make no claim that the Site will be legal or accessible outside of the United States. Subject to these Terms, you may view, print, and use our content and Services as permitted on the Site and only for your own personal, non-commercial use. You further agree and acknowledge that your use of this Site and the Services results in you sending electronic interstate transmissions through our computer network, and such transmissions may include, but are not limited to, any searches, file uploads, posts, instant messages, or emails.

The following uses of the Site are prohibited unless we have intended to provide you with access or have provided you express written permission to the contrary:

- a. Using the Site in a manner that causes, or may cause, damage to the Site or in a way that impairs visitors' abilities to access or use the Site and Services, including using the Site in a manner or for a purpose that is unlawful or fraudulent;

- b. Using the Site in order to copy, store, upload, publish, use, transmit, host, or distribute anything consisting of or linked to any computer virus, spyware, rootkit, worm, keystroke logger, or other malicious computer software or software that may destroy, damage, or alter a computer system;
- c. Conducting any systematic or automated data collection on or related to the Site or its users without their consent, including, without limitation, data mining, data extraction, scraping, data harvesting, "framing," or article "spinning";
- d. Using the Site to collect, harvest, or compile information or data regarding other users of the Site without their consent;
- e. Using software or automated agents or scripts to generate automated searches, requests, or queries on the Site or to mine data from the Site, provided, however, that operators of public search engines have our revocable permission to copy materials from the Site for the sole purpose of and only to the extent necessary for creating public search indices, but not caches or archives of such materials, according to the parameters in our robots.txt file;
- f. Transmitting or sending unsolicited communications, commercial or otherwise, or conducting any marketing activities, including using the Site to send spam, pyramid schemes, or chain letters;
- g. Republishing (including on another website), duplicating, copying, redistributing, selling, leasing, transferring, hosting, renting, or licensing any part of the Site or otherwise commercially exploiting content, whether in whole or in part, on the Site;
- h. Editing, modifying, making derivative works of, reverse engineering, or reverse compiling any information, content, systems, or Services on the Site;
- i. Accessing the Site in order to create a similar or competitive business, product, service, or website;
- j. Collecting, transmitting, distributing, uploading, or displaying any content or otherwise using the Site in a manner that (i) violates the rights of any third party, including any intellectual property rights or rights to privacy, (ii) is unlawful, tortious, threatening, vulgar, defamatory or libelous, pornographic, obscene, patently offensive, racist, or promotes physical harm or injury, (iii) causes or may cause harm to minors in any way, or (iv) impersonates another individual or organization or otherwise misrepresents affiliation with another person or entity without permission;

k. Interfering with, disrupting, or overburdening servers or networks connected to the Site;

l. Gaining or attempting to gain unauthorized access by any means to any part of the Site or to computers or networks connected to the Site; and

m. Harassing, stalking, harming, or otherwise interfering with or negatively affecting another user's normal use and enjoyment of the Site.

6. International Use and Compliance

Due to the global nature of the internet, you understand and agree that it is your responsibility to ensure that your use of the Site complies with all local, international, and other laws that may apply. In addition, United States import and export control laws and the import regulations of other countries may apply to the use of the Site. You agree not to export, upload, post, or transfer, directly or indirectly, any software, technical data, or technology acquired through us, the Site, or the Services in violation of such export or import laws, including, but not limited to, the United States Export Administration Regulations (EAR) and the various United States sanctions programs.

7. Minors

We do not knowingly collect personal information or data from visitors under 13 years of age. You may not use this site if you are under the age of 13 [thirteen].

8. User Accounts

Visitors to the Site are permitted to create user accounts or profiles. Upon registering for our Services, you are considered a "**Member**" of the Site. You represent that all information you submit when creating an account is true and accurate, and you promise to update and maintain the accuracy of this information at all times. Each Member is the sole authorized user of his or her account. Members are responsible for keeping their passwords and account access information confidential. Therefore, you should take measures to restrict access to your account and to any devices from which you access your account. As a Member, you are responsible for all activities that occur under your account, and you acknowledge that Nexcore Holdings LLC, its Subsidiaries and/or Assigns is not responsible for unauthorized access to your account that results from theft or misappropriation of your account or password. Members are prohibited from assigning or otherwise transferring their accounts and passwords to others. You must notify us immediately if you know of or suspect that an unauthorized use or other breach of security of your account or the Site has occurred. We may not be held liable for any loss or damage that may arise from your failure to maintain the security of your account. You may delete your account at

any time and for any reason by following the instructions on the Site. We retain the right to suspend or terminate your account at any time and for any reason, as further detailed below.

9. User Content

"**User Content**" means any material that you or other visitors submit or transmit in any manner to the Site for any purpose, whether publicly posted or privately transmitted, and includes, but is not limited to, any text, images, audio material, video material, and audio-visual material. This Site and the Services it provides may include multiple ways of submitting User Content, including, for example, through use of forums, chats, online bulletin boards, and similar tools that allow visitors to communicate with others or submit content. Unless we indicate that particular User Content you submit will be kept confidential, your User Content may be made available for other visitors to view on the Site or through third-party services. You hereby represent and warrant that the User Content you submit does not violate our Acceptable Use Policy stated herein.

You are prohibited from submitting any User Content that is illegal, unlawful, or infringes on the legal rights of any third party. Furthermore, you may not submit User Content that has ever been the subject of any actual or threatened legal proceedings or any User Content that may give rise to a legal action under any applicable law, whether against you, us, or a third party.

You agree that you are solely responsible for any consequences that may result from submitting User Content, including use of the User Content by other visitors of the Site and by our third-party partners. Unless we indicate that particular User Content you submit will be kept confidential, your User Content may be distributed, published, broadcast, or syndicated by us or our third-party partners. You may be subject to liability if you submit User Content without the authority to do so.

We do not monitor the submission or publication of User Content on the Site and are not responsible for the User Content. We do not endorse or support any User Content or the opinions contained therein and do not guarantee the truthfulness, accuracy, suitability, or reliability of any User Content or other communications submitted or published on the Site. You agree that we are not responsible for any loss or damage you may incur as a result of interacting with others on the Site, and we are under no obligation to become involved in any such disputes. You may not represent that we have provided, endorsed, or supported the User Content you submit. Your use or reliance on any User Content is at your own risk. You assume all risks associated with the User Content you submit, including any reliance on the User Content and the risk of disclosure of the User Content that may identify you personally to a third party. You understand and accept that by using the Services or Site you may be exposed to User Content that is offensive, inaccurate, deceptive, harmful, or otherwise inappropriate.

User Content may be subject to specific rules and limitations we post or communicate to you

from time to time. You agree to only submit User Content conforming to such rules and limitations.

We may remove, edit, or delete any User Content submitted, hosted, or stored on the Site or our servers without providing you with prior notice. We are not obligated to store or back up any User Content. Therefore, you are responsible for creating backup copies of any User Content you wish to keep.

Under no circumstances may Nexcore Holdings LLC, its Subsidiaries and/or Assigns be held liable in any way for any User Content, including, but not limited to, for any errors or omissions in the User Content or for any loss or damage of any kind that may occur as a result of any User Content submitted, published, or otherwise made available on the Site, Services, or elsewhere.

10. User Content License

By submitting User Content you grant Nexcore Holdings LLC, its Subsidiaries and/or Assigns an irrevocable, non-exclusive, royalty-free and fully paid, worldwide license (with right to sublicense) to use, publish, copy, adapt, modify, process, reproduce, transmit, distribute, translate, publicly and privately display and perform, incorporate into other works, prepare derivative works of, bring actions for infringement of, and otherwise use and exploit your User Content in any and all media or distribution methods now known or later developed. This license includes the right to provide the User Content to our third-party partners for distribution, publication, syndication, and broadcast on other media, devices, and services subject to our terms and conditions for the use of such User Content. Furthermore, you irrevocably waive any claims of moral rights or attribution regarding your User Content. You represent and warrant that you have all rights, power, and authority to grant all the rights pertaining to User Content as stated in these Terms.

This means that you will always maintain ownership of the User Content you submit. However, we have the right to display the User Content and make various changes to it as are necessary in providing our Services and to conform to the needs of different media, devices, services, and computer networks. At no time will you be entitled to any compensation for this license.

11. Enforcement of Acceptable Use Policy

We reserve the right to review and investigate your use of the Site and to take any appropriate action against you that we determine is necessary in our sole discretion should you violate these Terms or otherwise create liability, loss, or damage for us, our Site visitors, or a third party. Such action may include, but is not limited to, restricting your account privileges or terminating your account, initiating proceedings to recover any losses and reporting you to law enforcement authorities.

12. Third-Party Resources

The Site may contain links and advertisements to third-party websites and services (collectively, "**Third-Party Resources**"). You agree and acknowledge that Third-Party Resources are not under our control and we are not responsible for the content, products, or services they provide. We provide access to Third-Party Resources only as a convenience to you and do not monitor, endorse, warrant, or make any representations regarding Third-Party Resources. It is your sole responsibility to exercise appropriate caution and discretion when using Third-Party Resources, and you acknowledge that you assume all risks that arise from such use.

13. Modification of Site

We reserve the right to modify, add to, suspend, or terminate all or part of the Site or Services at any time with or without providing prior notice to you. This includes the right to create limits on our visitors' use of Services and data storage. You agree that we are not liable for using or enforcing the rights stated in this paragraph. Unless we indicate otherwise, any future modifications to the Site are subject to these Terms.

14. Support or Maintenance

Although we may choose to provide customer support or website maintenance, you acknowledge and agree that we are under no obligation to do so.

15. Restricted Access

Some parts of the Site may be restricted to certain visitors. If you have permission to access restricted parts of the Site, you agree to not share your access information and password with third parties. We may change the restricted parts of the Site from time to time. If you do not have access to restricted parts of the Site, you agree not to use another user's account to gain such access or otherwise attempt to gain improper access to the restricted parts of the Site.

16. Privacy

We manage the collection, use, and security of your personal information according to our Privacy Policy, incorporated herein by reference. By using this Site you consent to our collection and use of your personal information as set forth in the Privacy Policy.

At times we may need to send you communications related to the Site or the Services. Such communications are considered part of the Services, and you may not be able to opt out of receiving them.

We reserve the right to access and disclose the information and User Content you submit to the Site if required to do so by law or if we have a reasonable, good-faith belief that doing so is necessary for (i) responding to requests for customer service, (ii) addressing fraud, security, or technical issues, (iii) protecting the rights, property, and safety of Nexcore Holdings LLC, its Subsidiaries and/or Assigns, its users, and the public, (iv) responding to legal claims and processes, or (v) enforcing these Terms, including investigating potential violations.

17. Nexcore Holdings LLC, its Subsidiaries and/or Assigns Rights and Ownership

Unless otherwise stated, Nexcore Holdings LLC, its Subsidiaries and/or Assigns and its permitted licensors own all intellectual property rights in the Site and its contents, excluding User Content. These rights include, but are not limited to, ownership of all text, graphics, images, logos, copyrighted material, trademarks, patents, software, and other distinctive brand features displayed on the Site or Services, including the compilation of any of the foregoing items. Except for the limited rights granted by these Terms, neither these Terms nor your use or access to the Site give you or any third party any intellectual property rights. We reserve all rights not explicitly granted by these Terms, which do not grant any implied licenses. All copyrights, trademarks, and other intellectual property notices on the Site or Services must be retained on all copies thereof. You may not publish, reverse engineer, modify, distribute, transmit, sell, create derivative or plagiaristic works of, or use or exploit for any commercial reason, whether in whole or in part, any of the content on the Site or Services other than your own User Content without our express prior written consent or the consent of any third-party owners of the content. Site content is not for resale under any circumstances.

18. Copyright Policy

We expect you to respect the intellectual property rights of others when using the Site and Services. We will respond to any notices of copyright infringement that we receive that comply with applicable law and are properly submitted to us (pursuant to 17 U.S.C. 512(c)). In order to submit a notice of infringement of your copyrighted material, please provide us with the following information:

- a. A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- b. Identification of the copyrighted work or works claimed to have been infringed;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

d. Your contact information, including your address, telephone number, and an email address, if available;

e. A statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

f. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We may remove any content that is alleged to be infringing at our sole discretion without prior notice and without liability to you. We also reserve the right to take other appropriate action against infringers, such as terminating the user's account if the user is determined to be a repeat infringer. Please send any notice of alleged copyright infringement to our designated copyright agent at the following address:

Nexcore Holdings LLC, its Subsidiaries and/or Assigns

Attn: Copyright Agent

2631 Gravois Ave

St. Louis, Missouri 63118

Phone: 314.635.0500

Email: webinquiry@thenexcore.com

Note that pursuant to 17 U.S.C. 512(f), any material misrepresentation in a written notification that content is infringing or that allegedly infringing content was removed by mistake or misidentification automatically subjects the complaining party to liability for damages, including costs and attorney's fees incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by us, if injured by such misrepresentation.

19. Sales Policies

All Sales Are Final

20. Disclaimers

THIS SECTION ONLY APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SITE IS PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE CONTENT PROVIDED ON THE SITE. WE, OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, CONTRACTORS, AFFILIATES, PARTNERS, SUPPLIERS, AGENTS, AND LICENSORS EXPRESSLY DISCLAIM ANY

AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. THIS INCLUDES, WITHOUT LIMITATION TO THE FOREGOING, NO WARRANTY THAT THE SITE, ITS CONTENT, OR THE SERVICES WILL BE CONSTANTLY AVAILABLE OR AVAILABLE AT ALL, UNINTERRUPTED, USEFUL, TRUE, ACCURATE, NON-MISLEADING, TIMELY, RELIABLE, COMPLETE, ERROR-FREE, FREE OF OMISSIONS, SECURE, FREE OF VIRUSES OR OTHER HARMFUL CODE, LEGAL, OR SAFE. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR THROUGH THE SITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOUR USE OF THIS SITE AND THE SERVICES IS AT YOUR SOLE RISK AND WE ASSUME NO RESPONSIBILITY FOR HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, THE DELETION OF INFORMATION YOU TRANSMIT ON THE SITE, OR THE DELETION OR FAILURE TO STORE OR TRANSMIT USER CONTENT OR PERSONALIZATION SETTINGS THAT MAY RESULT FROM YOUR ACCESS TO OR USE OF THE SITE AND SERVICES. YOU HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION THAT MAY CAUSE DAMAGE TO YOUR COMPUTER OR INTERNET ACCESS.

THIS SITE AND ITS CONTENTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NOTHING ON THIS SITE CONSTITUTES, IS MEANT TO CONSTITUTE, OR MAY BE USED AS ADVICE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LEGAL, FINANCIAL (INCLUDING TRADING OR INVESTMENT PURPOSES), OR MEDICAL ADVICE. WE ENCOURAGE YOU TO CONSULT THE APPROPRIATE PROFESSIONAL SHOULD YOU REQUIRE LEGAL, FINANCIAL, MEDICAL, OR OTHER PROFESSIONAL ADVICE.

IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NOTHING IN THIS SECTION IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

21. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEXCORE HOLDINGS LLC, ITS SUBSIDIARIES AND/OR ASSIGNS, INCLUDING ITS SUBSIDIARIES, OFFICERS, EMPLOYEES, CONTRACTORS, AFFILIATES, PARTNERS, SUPPLIERS, AGENTS, AND LICENSORS, MAY NOT BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES; (iii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iv) ANY CONTENT OBTAINED FROM THE SERVICES; (v) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT; OR (vi) OTHER MATTERS RELATED TO THE SITE OR SERVICES. THESE LIMITATIONS APPLY EVEN IF WE HAVE BEEN EXPRESSLY ADVISED OF THE POTENTIAL LOSS OR LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT MAY OUR AGGREGATE LIABILITY EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID US, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR AFFILIATES, PARTNERS, SUPPLIERS, AGENTS, AND LICENSORS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE SITE OR SERVICES. YOU FURTHER AGREE NOT TO BRING ANY CLAIM PERSONALLY AGAINST OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, PARTNERS, SUPPLIERS, OR LICENSORS.

THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STATUTE, OR OTHERWISE.

NOTE THAT SOME JURISDICTIONS PROHIBIT THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE THE LIMITATIONS AND EXCLUSION ABOVE MAY NOT APPLY TO YOU. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

22. Indemnity

You agree to indemnify, defend, and hold harmless Nexcore Holdings LLC, its Subsidiaries and/or Assigns and its subsidiaries, officers, employees, contractors, agents, affiliates, partners, suppliers, and licensors, including, but not limited to, costs and attorney's fees, from any claim or

disputes by a third party arising out of your use of the Site, violation of these Terms, violation of applicable law, or your posting, modifying, or otherwise transmitting User Content through the Site or Services. We reserve the right, at your expense, to assume exclusive control over the defense of any claim or dispute for which you must indemnify us. You agree to cooperate fully with us in defending such claims or disputes, and you agree not to settle any such claims or disputes without our prior written consent. We will make a reasonable effort to provide you with notice of any such claim or dispute once we receive notice.

23. Release

In the event you have a dispute arising out of, directly or indirectly, these Terms or your use of the Site or Services, you hereby release and forever discharge us, including our subsidiaries, officers, employees, contractors, agents, affiliates, partners, suppliers, and licensors, from all related claims, actions, demands, disputes, damages, and liabilities, whether past, present, or future. 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."

24. Termination

We may suspend or terminate your access to the Site at any time and for any reason or no reason at all, with or without notice, at our sole discretion. This may result in deletion of information associated with your account. You may also terminate your account by deactivating it or by submitting a termination request and discontinuing your use of the Services. Your account may be deactivated if it experiences a prolonged period of inactivity. Your User Content may also be deleted in the event your access is terminated. Where applicable, all rights and responsibilities of the parties under these Terms will survive the termination of this agreement, including, without limitation, intellectual property ownership, warranties, disclaimers, and limitations of liability.

25. Modification of These Terms

We may modify or update these Terms from time to time at our sole discretion. All updates will be effective from the time and date that they are posted. We recommend checking this page regularly for any updates. Your continued use of the Site and Services signifies your acceptance of the updates that occur. We may send you notice of updates to these Terms, including, but not limited to, by email, posting on the Site, or other reasonable means.

26. Violations of These Terms

Should you breach these Terms, we may take any and all actions we deem appropriate in our sole discretion under the circumstances, including, but not limited to, suspending, blocking, or terminating your access to the Site and Services and your account. We may also choose to remove your User Content.

27. Dispute Resolution

Unless both parties agree otherwise, you and Nexcore Holdings LLC, its Subsidiaries and/or Assigns agree that any dispute, claim, or controversy you may have arising out of or relating to the Site, Services, or these Terms will be resolved through mandatory binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules, and the judgment of its arbitrator(s) may be entered by any court of competent jurisdiction. You further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and THE PARTIES FURTHER AGREE THAT EACH IS WAIVING ITS CONSTITUTIONAL RIGHT TO A TRIAL BY JURY AS WELL AS THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION OR MULTI-PARTY ACTION. ALL CLAIMS AND DISPUTES RELATED TO YOUR USE OF THE SITE OR SERVICES OR ARISING UNDER THE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATING TO THE SITE, SERVICES, OR THESE TERMS MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION WILL BE PERMANENTLY BARRED. This provision will survive the termination of this agreement and the termination of your account.

You and Nexcore Holdings LLC, its Subsidiaries and/or Assigns agree that we may seek injunctive or other appropriate relief in the appropriate state or federal court should you violate or threaten to violate the intellectual property rights of us or our subsidiaries, affiliates, partners, suppliers, or licensors, and you consent to exclusive jurisdiction and venue in such courts.

28. General Terms

a. Entire Agreement

These Terms and our Privacy Policy represent the entire and exclusive agreement between you and Nexcore Holdings LLC, its Subsidiaries and/or Assigns regarding your use of the Site and Services, superseding and replacing all previous agreements. You may also be subject to additional terms and conditions or separate agreements regarding specific Services we provide, partner or affiliate services, use of Third-Party Resources, or any purchases you may make through the Site.

In the event that these Terms are translated into other languages and there is a discrepancy between the two language versions, the English language version will

prevail in all cases to the extent that such discrepancy is the result of an error in translation.

b. Waiver and Severability

Our failure to enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

If any provision of these Terms or the application thereof is held to be invalid or unenforceable for any reason and to any extent, that provision will be considered removed from these Terms; however, the remaining provisions will continue to be valid and enforceable according to the intentions of the Parties and to the maximum extent permitted by law. If it is held that any provision of these Terms is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

c. Assignment

Your rights and obligations under these Terms, including any accounts, profiles, or personalization settings you may have, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempt to do so will be null and void. We may freely assign these Terms and our rights and obligations hereunder without notice to you, and these Terms will continue to be binding on assignees.

d. Cumulative Rights

The rights of all parties under these Terms are cumulative and will not be construed as exclusive of each other unless otherwise required by law.

e. Law and Jurisdiction

These terms shall be governed by, and will be construed under, the laws of Missouri, United States, without regard to or application of its conflict of law principles or your state or country of residence. All claims, disputes, and legal proceedings related to or arising out of these Terms or your use of the Site or Services will be brought exclusively in the federal or state courts located in Missouri, and you hereby consent to and waive any objection of inconvenient forum as to such jurisdiction.

29. Electronic Communications

Electronic communications occur whenever you use the Site or Services, you send us emails, we send you emails, and we post notices on the Site. You consent to receive such electronic communications and agree that the electronic communications, including, without limitation, all notices, terms, disclosures, and agreements, has the same legal effect and satisfy any legal requirement that such communications would satisfy if provided to you in a written hardcopy.

30. Feedback and Complaints

You hereby assign to us all rights in any feedback or complaints you provide us concerning the Site or Services and agree that we have the right to use and fully exploit all such feedback or complaints in any manner we wish, commercial or otherwise. We will treat all such feedback or complaints as non-confidential and non-proprietary. Do not provide us with any feedback or complaints that you consider confidential or proprietary.

If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814 or by telephone at (800) 952-5210.

31. Contact Information

Please report any violations of these Terms to us. If you require any more information or have any questions about these Terms, you may contact us as follows:

Nexcore Holdings LLC, its Subsidiaries and/or Assigns
2631 Gravois Ave
St. Louis, Missouri 63118
Phone: 314.635.0500
Email: webinquiry@thenexcore.com