Nebula Group Global Terms and Conditions Policy

Welcome to Nebula Group. These terms and conditions outline the rules and regulations for the use of Nebula Group's Store and Website.

Nebula Group is located at: "www.nebulagroup.global/".

By accessing this website we assume you accept these terms and conditions in full. Do not continue to use Nebula Group's website if you do not accept all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: Client, You and Your refers to you, the person accessing this website and accepting the Company's terms and conditions. The Company, Ourselves, We, Our and Us, refers to our Company. Party, Parties, or Us, refers to both the Client and ourselves, or either the Client or ourselves.

PRIVACY

Please review our Privacy Notice, which also governs your visit to our website, to understand our practices.

ELECTRONIC COMMUNICATIONS

When you visit Nebula Group or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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TRADE MARKS

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YOUR MEMBERSHIP ACCOUNT

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our website only with involvement of a parent or guardian. Nebula Group and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

REVIEWS, COMMENTS, EMAILS, AND OTHER CONTENT

Visitors may post reviews, comments, and other content: and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual

property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or

entity, or otherwise mislead as to the origin of a card or other content. Nebula Group reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant Nebula Group and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Nebula Group and its associates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post: that the content is accurate: that use of the content you supply does not violate this policy and will not cause injury to any person or entity: and that you will indemnify Nebula Group or its associates for all claims resulting from content you supply. Nebula Group has the right but not the obligation to monitor and edit or remove any activity or content. Nebula Group takes no responsibility and assumes no liability for any content posted by you or any third party.

RISK OF LOSS

All items purchased from Nebula Group are made pursuant to a shipment contract. This basically means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

PRODUCT DESCRIPTIONS

Nebula Group and its associates attempt to be as accurate as possible. However, Nebula Group does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by Nebula Group itself is not as described, your sole remedy is to return it in unused condition.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY THIS SITE IS PROVIDED BY NEBULA GROUP ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEBULA GROUP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW,

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APPLICABLE LAW

By visiting Nebula Group, you agree that the laws of the state of South Dakota, USA, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Nebula Group or its associates.

DISPUTES

Any dispute relating in any way to your visit to Nebula Group or to products you purchase through Nebula Group shall be submitted to confidential arbitration in South Dakota, USA, except that, to the extent

you have in any manner violated or threatened to violate Nebula Groups intellectual property rights, Nebula Group may seek injunctive or other appropriate relief in any state or federal court in the state of South Dakota, USA, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, such as our Shipping and Returns policy, posted on this site. These policies also govern your visit to Nebula Group. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable,

that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

QUESTIONS:

Questions regarding our Conditions of Usage, Privacy Policy, or other policy related material can be directed to our support staff by clicking on the "Contact Us" link in the side menu. Or you can email us at: r,hanks@nebulagroup.global

NEBULA GROUP PRIVACY POLICY

INTRODUCTION

Nebula Group Global ("we" or "us" or "our") respects the privacy of our users ("user" or "you"). This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our website nebulagroup.global, including any other media form, media channel, mobile website, or mobile application related or connected thereto (collectively, the "Site"). Please read this privacy policy carefully. If you do not agree with the terms of this privacy policy, please do not access the site.

We reserve the right to make changes to this Privacy Policy at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of this Privacy Policy. Any changes or modifications will be effective immediately upon posting the updated Privacy Policy on the Site, and you waive the right to receive specific notice of each such change or modification.

You are encouraged to periodically review this Privacy Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Privacy Policy by your continued use of the Site after the date such revised Privacy Policy is posted.

COLLECTION OF YOUR INFORMATION

We may collect information about you in a variety of ways. The information we may collect on the Site includes:

Personal Data

Personally identifiable information, such as your name, shipping address, email address, and telephone number. You are under no obligation to provide us with personal information of any kind, however your refusal to do so may prevent you from using certain features of the Site.

Derivative Data

Information our servers automatically collect when you access the Site, such as your IP address, your browser type, your operating system, your access times, and the pages you have viewed directly before and after accessing the Site.

Financial Data

Financial information, such as data related to your payment method (e.g. valid credit card number, card brand, expiration date) that we may collect when you purchase, order, return, exchange, or request information about our services from the Site. We store only very limited, if any, financial information that we collect. Otherwise, all financial information is stored by our payment processor, <u>Paypal</u>, and you are encouraged to review their privacy policy and contact them directly for responses to your questions.

Facebook Permissions

The Site may by default access your <u>Facebook</u> basic account information, including your name, email, gender, birthday, current city, and profile picture URL, as well as other information that you choose to make public. We may also request access to other permissions related to your account, such as friends, checkins, and likes, and you may choose to grant or deny us access to each individual permission. For more information regarding Facebook permissions, refer to the <u>Facebook Permissions Reference</u> page.

Mobile Device Data

Device information, such as your mobile device ID, model, and manufacturer, and information about the location of your device, if you access the Site from a mobile device.

Third-Party Data

Information from third parties, such as personal information or network friends, if you connect your account to the third party and grant the Site permission to access this information.

USE OF YOUR INFORMATION

Having accurate information about you permits us to provide you with a smooth, efficient, and customized experience. Specifically, we may use information collected about you via the Site to:

- Assist law enforcement and respond to subpoena.
- Compile anonymous statistical data and analysis for use internally or with third parties.
- Create and manage your account.
- Email you regarding your account or order.
- Enable user-to-user communications.
- Fulfill and manage purchases, orders, payments, and other transactions related to the Site.
- Increase the efficiency and operation of the Site.
- Monitor and analyze usage and trends to improve your experience with the Site.
- Perform other business activities as needed.
- Prevent fraudulent transactions, monitor against theft, and protect against criminal activity.
- Process payments and refunds.
- Request feedback and contact you about your use of the Site.
- Resolve disputes and troubleshoot problems.
- Respond to product and customer service requests.

DISCLOSURE OF YOUR INFORMATION

We may share information we have collected about you in certain situations. Your information may be disclosed as follows:

By Law or to Protect Rights

If we believe the release of information about you is necessary to respond to legal process, to investigate or remedy potential violations of our policies, or to protect the rights, property, and safety of others, we may share your information as permitted or required by any applicable law, rule, or regulation. This includes exchanging information with other entities for fraud protection and credit risk reduction.

Third-Party Service Providers

We may share your information with third parties that perform services for us or on our behalf, including payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance.

Affiliates

We may share your information with our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include our parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us.

Sale or Bankruptcy

If we reorganize or sell all or a portion of our assets, undergo a merger, or are acquired by another entity, we may transfer your information to the successor entity. If we go out of business or enter bankruptcy, your information would be an asset transferred or acquired by a third party. You acknowledge that such transfers may occur and that the transferee may decline honor commitments we made in this Privacy Policy.

We are not responsible for the actions of third parties with whom you share personal or sensitive data, and we have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails or other communications from third parties, you are responsible for contacting the third party directly.

TRACKING TECHNOLOGIES

Cookies and Web Beacons

We may use cookies, web beacons, tracking pixels, and other tracking technologies on the Site to help customize the Site and improve your experience. When you access the Site, your personal information is not collected through the use of tracking technology. Most browsers are set to accept cookies by default. You can remove or reject cookies, but be aware that such action could affect the availability and functionality of the Site. You may not decline

web beacons. However, they can be rendered ineffective by declining all cookies or by modifying your web browser's settings to notify you each time a cookie is tendered, permitting you to accept or decline cookies on an individual basis.

Website Analytics

We may also partner with selected third-party vendors[, such as[Google Analytics, to allow tracking technologies on the Site through the use of first party cookies and third-party cookies, to, among other things, analyze and track users' use of the Site, determine the popularity of certain content and better understand online activity. By accessing the Site, you consent to the collection and use of your information by these third-party vendors. You are encouraged to review their privacy policy and contact them directly for responses to your questions. We do not transfer personal information to these third-party vendors. However, if you do not want any information to be collected and used by tracking technologies, you can visit the third-party vendor or the Network Advertising Initiative Opt-Out Tool or Digital Advertising Alliance Opt-Out Tool.

You should be aware that getting a new computer, installing a new browser, upgrading an existing browser, or erasing or otherwise altering your browser's cookies files may also clear certain opt-out cookies, plug-ins, or settings.

THIRD-PARTY WEBSITES

The Site may contain links to third-party websites and applications of interest, including advertisements and external services, that are not affiliated with us. Once you have used these links to leave the Site, any information you provide to these third parties is not covered by this Privacy Policy, and we cannot guarantee the safety and privacy of your information. Before visiting and providing any information to any third-party websites, you should inform yourself of the privacy policies and practices (if any) of the third party responsible for that website, and should take those steps necessary to, in your discretion, protect the privacy of your information. We are not responsible for the content or privacy and security practices and policies of any third parties, including other sites, services or applications that may be linked to or from the Site.

SECURITY OF YOUR INFORMATION

We use administrative, technical, and physical security measures to help protect your personal information. While we have taken reasonable steps to secure the personal information you provide to us, please be aware that despite our efforts, no security measures are perfect or impenetrable, and no method of data transmission can be guaranteed against any interception or other type of misuse. Any information disclosed online is vulnerable to interception and misuse by unauthorized parties. Therefore, we cannot guarantee complete security if you provide personal information.

POLICY FOR CHILDREN

We do not knowingly solicit information from or market to children under the age of 13. If you become aware of any data we have collected from children under age 13, please contact us using the contact information provided below.

CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this Privacy Policy.

OPTIONS REGARDING YOUR INFORMATION

Account Information

You may at any time review or change the information in your account or terminate your account by contacting us using the contact information provided below

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements.

Emails and Communications

If you no longer wish to receive correspondence, emails, or other communications from us, you may opt-out by contacting us using the contact information provided below

If you no longer wish to receive correspondence, emails, or other communications from third parties, you are responsible for contacting the third party directly.

CALIFORNIA PRIVACY RIGHTS

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Site, you have the right to request removal of unwanted data that you publicly post on the Site. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Site, but please be aware that the data may not be completely or comprehensively removed from our systems.

CONTACT US

If you have questions or comments about this Privacy Policy, please contact us at:

Nebula Group USA, II 1600 W Russell St, Ste 309 Sioux Falls, SD 57104 (918) 760-6467

Email: r.hanks@nebulagroup.global