

# Terms and Conditions of Service

**Last updated:** June 26, 2026

This Service is operated by **Next Digital Labs LLC**. ("Provider"), located at **1603 Capitol Ave Ste 511B. CHEYENNE WY 82001. United States**.

**EIN / Entity Filing Number:** 99-4486441.

For any inquiries, our customer service team is available via email at **info@onytrex.com**.

## Important: Subscription Summary

- **Service Type:** Digital Multi-Content Platform / Online Entertainment Services.
- **Subscription Period:** Every 28 days (13 billing cycles per year).
- **Automatic Renewal:** Your subscription will **automatically renew** at the end of each period unless cancelled by you.
- **Price:** \$ 29.99 (Taxes included).
- **Cancellation:** You may cancel at any time via your account settings or by contacting **info@onytrex.com**. To avoid the next scheduled charge, you must cancel before your renewal date.

## Acceptance, Binding Agreement, and Electronic Signature

By accessing, registering, or using this Service, you agree to be legally bound by these Terms. If you do not agree, you must stop using the Service immediately.

Under applicable electronic commerce laws, including the U.S. E-SIGN Act, you consent to enter into agreements electronically. Your use of the Service or click-to-accept action constitutes your electronic signature.

## Dispute Resolution and Governing Law

Any controversy, dispute, or claim arising out of or relating to this Agreement should first be submitted to our customer service department with a view to reaching an amicable resolution. If the dispute cannot be resolved amicably, it shall be resolved through **binding arbitration** administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The Federal Arbitration Act (FAA) governs this arbitration agreement. The seat of arbitration shall be Wyoming, United States.

**YOU AGREE THAT CLAIMS MUST BE BROUGHT ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. YOU ALSO WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY.**

If the arbitration agreement or any portion thereof is determined to be unenforceable with respect to a particular claim, the remaining provisions shall remain in effect, and any such claim shall be resolved exclusively by the state or federal courts located in Wyoming, United States.

## **Service Description and Scope**

The Service provides an online multi-content platform designed to offer access to a variety of digital content, user interfaces, media streams, and related interactive functionalities. The Service is not intended to guarantee uninterrupted connectivity, the permanent availability of any specific media title or content piece, or unrestricted access from all third-party networks.

The platform, including all features, user interfaces, media libraries, software, applications, and associated digital content, is provided on an "as is" and "as available" basis. The Provider may modify, replace, update, suspend, or discontinue any content category, interface layout, feature, or functionality at any time without prior notice.

By using the Service, you enter into a legally binding agreement with the Provider. If you do not agree with these Terms, you must immediately discontinue use of the Service.

## **Eligibility and Account Registration**

You must be at least 18 years old or the legal age of majority in your jurisdiction. To use our Services, you are required to create an account and provide accurate personal information, including a secure password and valid payment details. You are responsible for maintaining the confidentiality and security of your credentials.

The Provider reserves the right to refuse any request, or suspend or terminate accounts in case of fraud, abuse, or violation of these Terms.

## **Usage License and Restrictions**

You are granted a limited, non-exclusive, non-transferable license to use the Service solely for personal, non-commercial purposes. This license includes accessing the digital content catalog and

multimedia assets through our portal.

**Restrictions:** You agree not to copy, download, transmit, modify, reverse engineer, scrape, decompile, or circumvent any technical control measures or access control mechanisms. You may not use the Service for any commercial business, for-profit or not-for-profit, without our express prior written permission.

The Provider may modify, replace, refresh, or remove portions of the digital content library, features, or technical specifications at any time without prior notice where reasonably necessary for operational, security, licensing, legal, or commercial purposes.

## Fees, Billing, and Automatic Renewal

The Service costs \$ **29.99** every 28 days and automatically renews unless cancelled.

You authorize recurring charges via supported payment methods, including credit cards and third-party digital wallets (such as Apple Pay & Google Pay). All charges are processed in USD and are inclusive of all applicable taxes.

**Third-Party Payment Processors (Apple Pay & Google Pay):** If you choose to pay via Apple Pay, Google Pay, or other third-party wallets, your transaction is also subject to the terms and conditions of those platforms. The Provider is not responsible for technical failures, connectivity issues, or processing errors caused by these intermediaries.

**Payment Method Verification:** In order to increase the safety and security of every customer, the Service may display a temporary verification hold on your credit/debit card or digital wallet, ranging from \$ 0.00 to \$ 2.00. **Please note that this is a temporary authorization hold that will disappear from your billing statement.** These funds are solely used to validate the customer's payment method and will be automatically released and refunded to your account. **You acknowledge and agree that your financial institution may independently assess a separate, non-refundable verification charge of \$ 0.01. The Service does not collect, control, or receive these funds, and expressly disclaims all liability for any such third-party bank fees.**

## Cancellation and Refund Policy

You may cancel at any time via your account settings or by contacting support at **info@onytrex.com**. If you choose to cancel via email, your formal request must be received at least forty-eight (48) hours prior to your next renewal transaction to allow for manual operational processing. Cancellation becomes effective at the end of the current paid billing period, and access to

the Service will remain available until that period expires.

No partial refunds or credits will be granted for unused portions of a billing period unless required by applicable law. Requests under the Provider's voluntary refund policy must be submitted within twenty-five (25) days of the relevant billing date to **info@onytrex.com**. Each request will be reviewed individually in accordance with this voluntary commercial policy and approvals are processed at the sole discretion of the Provider. Nothing in this section limits any mandatory consumer rights that may apply under applicable law.

**Refunds for Digital Wallets:** Refunds approved for Apple Pay, Google Pay, or other supported digital wallets will be returned to the original payment method. Although the Provider normally initiates approved refunds within two (2) business days, actual crediting times depend exclusively on the payment platform and the issuing financial institution. The Provider is not responsible for delays caused by such third parties.

## Termination of Service

The Provider may suspend, restrict, or terminate access to the Service at any time, with or without prior notice, for breach of these Terms, suspected fraud, abuse, security incidents, operational, technical, legal, regulatory, or legitimate business reasons, to the maximum extent permitted by applicable law.

Upon termination, all licenses and rights granted under these Terms shall immediately cease.

## User Obligations and Responsibilities

1. Use the Service in an appropriate, lawful, and non-commercial manner.
2. Do not use automated means ("bots", "spiders", or scraping tools) to access, index, or disrupt the Service.
3. Do not introduce viruses, malware, or harmful code that may limit software functionality.
4. Do not interfere with the experience, security systems, or enjoyment of other users.
5. Do not gain unauthorized access to our servers, computer networks, or user accounts.

## Indemnification

You agree to indemnify, defend, and hold harmless **Next Digital Labs LLC.**, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your

access to or use of the Service, your violation of these Terms, or your infringement of any intellectual property or other right of any third party.

## Suspension and Force Majeure

The Provider may suspend, modify, restrict, or discontinue the Service, in whole or in part, at any time for operational, technical, legal, regulatory, security, maintenance, or business reasons, to the maximum extent permitted by applicable law. The Provider shall not be liable for service interruptions or failures resulting from events beyond its reasonable control, including Force Majeure events.

## Intellectual Property

All content, software, and materials are owned or licensed by the Provider and are protected by applicable intellectual property laws and international treaties.

## Third-Party Links

The Service may include links to third-party websites. The Provider is not responsible for their content, privacy policies, or practices.

## Limitation of Liability

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEXT DIGITAL LABS LLC. BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES.**

**UNDER NO CIRCUMSTANCES WILL NEXT DIGITAL LABS LLC. BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF THE PROVIDER FOR ANY CLAIMS UNDER THESE TERMS IS LIMITED TO THE AMOUNT PAID BY THE USER TO THE PROVIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.**

## Disclaimer of Warranties

The Service is provided “as is” without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.

We do not warrant that the digital content or platform services will meet your needs at all times, or that the platform will be delivered free of errors, viruses, or interruptions. You expressly acknowledge that the rendering quality, buffering stability, and streaming speed of the digital content may be dynamically affected by your geographic location, third-party network routing, internet service provider constraints, and your local connection infrastructure.

The Provider does not warrant or guarantee uninterrupted access to any specific media title, category, streaming quality tier, or online application through the platform.

## Additional Provisions

These Terms, together with our [Privacy Policy](#) and [Cookie Policy](#), constitute the entire agreement between the parties and supersede any prior agreements. If any provision is found invalid by a court or arbitrator, the remaining provisions shall remain in full force and effect.

Failure by the Provider to enforce any right or provision of these Terms will not be considered a waiver of those rights.

The provisions relating to arbitration, limitation of liability, disclaimers of warranties, indemnification, intellectual property, payment obligations, and any other provisions which by their nature should survive termination shall remain in full force and effect after termination of this Agreement.

## Contact

For support or legal inquiries, contact: [info@onytrex.com](mailto:info@onytrex.com)

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