

Payment Terms & Conditions

*Last Updated November 6, 2021

I. ONE-TIME PAYMENTS

By accepting these terms and conditions through your selection of a one-time Payment, a Payment Method, and your entry of Payment Method information, you hereby authorize EMM to charge the Payment Method and its associated Payment Account that you have specified for a one-time Payment. EMM offers several Payment Methods for you to make a one-time Payment including, but not limited to, credit cards and debit cards.

1. PayPal. PayPal™ is an alternate method for making Payments for your Navigator Network memberships. It enables any individual or business with an email address to securely send payments online. With a PayPal account, you can choose to pay with your credit card, debit card, bank account, or PayPal account balance for any purchase you make. Your credit card and bank numbers are never seen by EMM. Plus, you are 100% protected against unauthorized payments sent from your account.

PAYPAL PROCESS

- If you select PayPal as your payment option, you will continue through the standard checkout process then automatically proceed to PayPal.com to complete your payment.
- Once you have been redirected to paypal.com, you will have 25 minutes to complete the payment before your order is cancelled.

For more information, visit the [PayPal Help Center](#).

II. RECURRING PAYMENTS TERMS & CONDITIONS

By accepting these terms and conditions through your election to enroll in the Payment Plan selected by you, you hereby authorize EMM to bill and charge the Payment Method and its associated Payment Account that you have specified according to the Payment Plan you have selected.

Your NN™ membership will automatically renew at the end of each period selected in your Payment Plan (monthly). EMM will automatically charge the full amount of Payment to your Payment Method each time your membership renews, unless you cancel according to the terms and conditions stated below.

Payments, Payment Account and Payment Method. You agree that the Payment Method specified by you for automatic Payments to EMM is, and will continue to be, an account that you own, and that you will maintain sufficient availability under your credit card limit, or sufficient funds in the account linked to your debit card or other mode of payment, as applicable, to make your Payments. The

automatic charge to your Payment Method will occur on the Billing Date of the month(s) of payment according to your Payment Plan. In addition, EMM may subscribe to an account updater service, which may be supported by your Payment Method issuer, such as your credit card provider or bank. If your Payment Account number or Payment Account expiration date changes, you understand and agree that your Payment Method issuer may notify EMM of such changes in order for EMM to update your Payment Account information on file and charge automatic Payments to your new Payment Account information.

Automatic Renewal. Your membership will continue for the length of the initial term you selected for your Payment Plan and at the end of your Payment Plan term, it will automatically renew for additional prepaid periods of the same length unless you choose to cancel prior to that renewal, or your NN membership is cancelled, terminated, or discontinued by you or by EMM. Your Payment Method will automatically be charged at the rates in effect at the time of renewal.

Notification of Payments. With the exception of a confirmation email sent to you from EMM confirming your selected Payment Plan, you may not receive any receipt of payment emails to your Email Account notifying you that a Payment has been made under the Payment Plan. Such confirmation email may be your only notification from EMM regarding your Payments under the Payment Plan. You understand and agree that EMM may not provide you with advance notification before a Payment is charged to your Payment Method.

Current Information. It is your responsibility to make sure that your Payment Method information and Email Account information are current at all times during the term of the Payment Plan.

Payment Method Declined. If any Payment charged to your Payment Method is declined, you authorize EMM to make additional attempts each day for up to twenty (20) consecutive days thereafter to successfully charge your Payment Method, if possible under such Payment Method. If EMM is unable to successfully charge your Payment Method after such time and you have a recurring Payment Plan, you authorize EMM to reattempt Payment Method authorization as stated herein for two (2) additional consecutive months.

Cancellation. Cancellation of your NN membership shall be effective at the time of cancellation. Cancellation of your NN membership must be made on a Business Day and more than twenty-four (24) hours before the Billing Date, unless otherwise permitted under applicable law, or your Payment Method will be charged for the then due Payment. If you cancel your enrollment for recurring Payments on a monthly Payment Plan, and you wish to remain a part of the Network, you will be responsible for taking the appropriate action to pay the appropriate membership fees for the next month on or before the end of each month. Cancellation fees may apply if you cancel your NN Membership prior to the end of any minimum commitment period. EMM reserves the right to waive any cancellation fee, in whole or in part, at its discretion. EMM's failure to enforce a cancellation fee

or any other provisions of these Terms and Conditions shall not be construed as a waiver of the right to assert any such terms on any future occasion.

You may cancel recurring Payments at anytime:

a. Online:

- i. Log into your NN Home account located at www.explorethemagicofmotionllc.com.
- ii. Click on "My Account"
- iii. In the "My Membership" section, click on the "Membership" tab and then select "Cancel Membership".

III. DEFINITIONS

- "Billing Date" means the fifteenth (15th) day of a calendar month, upon which EMM will charge a Payment to a Customer's Payment Method according to a Customer's elected Payment Plan.
- "Business Day" means Monday through Friday, excluding official U.S. government holidays and official EMM holidays.
- "Customer", "you" and "your", means the person, at least 18 years of age and a licensed EMM® Host who has elected to enroll in Payments pursuant to a Payment Plan.
- "Email Account" means the email address you provided to EMM at the time you elected to enroll for a Payment Plan.
- "Payment" means the one-time or automatic, recurring NN membership payment billed to your Payment Method pursuant to the Payment Plan you have enrolled in.
- "Payment Account" means the account associated with the Payment Method from which Payments will be paid from.

- "Payment Method" means the credit or debit card information or information for other modes of payment made available to you by EMM that you have provided to EMM in order to be billed and charged for Payments under the Payment Plan you have selected.
- "Payment Plan" means the NN membership Payment schedule or one-time Payment that you have affirmatively elected for your membership.
- "EMM" means Explore the Magic of Motion, LLC or its affiliates, subsidiaries, or related entities.
- "NN™" means the EMM® Host Navigator Network.