NexoAU Prep

Subscription Terms

Version 1.6.1 | Updated 16 November 2026

1 Supplier identification and scope

1.1 NexoAU Prep is operated by MORBECK, L. D., trading as NexoAU Prep, ABN 30 361 018 812. The service operates online at https://nexoau.com.au/. The contact for contracts, cancellations and complaints is contract@nexoau.com.au. These terms are version 1.6.1, updated 16 November 2026, and are published at https://nexoau.com.au/subscription-terms.html. Each order confirmation identifies the version accepted and the student’s access dates.

1.2 These terms govern subscriptions purchased directly through the NexoAU Prep website. The offer displayed before payment and the order confirmation form part of the contract. Binding advertising statements and mandatory consumer rights remain protected. No order of precedence between documents permits the removal of statutory rights or benefits expressly offered.

1.3 Purchases through app stores or other channels must identify the seller, charging arrangements and specific conditions before purchase. These terms do not authorise a second charge for a purchase already paid for through another channel.

2 Nature of the service

2.1 The platform provides educational preparation resources. Each plan's content, available modules, included practice examinations and any usage limits will be described in the offer summary before payment.

2.2 We do not promise examination success, professional registration, recognition of qualifications, employment, a visa or recognition by a regulatory body. Unless expressly stated and substantiated, we have no official affiliation with examination providers or registration authorities. Practice results are not official examination results.

2.3 The material is not healthcare or guidance for making decisions about the care of real patients. References and content may be updated; students must consult current professional sources when practising clinically. The educational purpose of the service does not exclude our responsibility to provide the legally required standard of service.

3 Accounts and purchase

3.1 Direct purchases are intended for people aged 18 or over who have legal capacity to contract. Students must provide accurate information, verify their email address when requested and keep their login details secure. They must not share passwords or allow commercial use of an individual account.

3.2 Students may correct their details and check the order before paying. A paid contract is confirmed when we accept the order and confirm payment. We will email the plan, benefits, amount, currency, taxes, subscription period, access and renewal dates, cancellation method and a copy of the accepted terms or a version that can be saved. On request, the

student will also receive a PDF copy of their contract, including their subscription details and the version of the terms they accepted.

3.3 Any free trial will state its duration and limits before it begins. It will not be converted into a paid subscription without express authorisation to charge. Providing a free account does not authorise payment collection.

4 Plans and benefits

4.1 Available plans may include NCLEX-RN, OSCE and Duo Premium, according to the active offer. Students will choose a subscription period of 1, 3, 6 or 12 months. Features not yet offered or not included in the order summary will not be advertised as part of the subscription.

4.2 Practice examinations, books, credits, discounts and AI minutes form part of the contract only when expressly described in the offer. Zero included AI minutes means that no allowance is included; it does not mean unlimited use. Additional services require a separate purchase and a price disclosed beforehand.

4.3 Before purchase, we will explain when each benefit becomes available, what uses one unit, its period of availability and any expiry. Unused credits will not be converted into money or carried over between subscription periods unless expressly offered or required by law. Credits will not be permanently deducted for a confirmed technical failure of the platform.

5 Regional pricing and taxes

5.1 Regional pricing is determined automatically on our server from the connection IP address; students cannot select a pricing country or regional band. If the location cannot be established or matched to a configured country rule, the intermediate regional band B applies. The applicable price, currency and relevant regional information will be shown before purchase. Billing details are collected separately for payment and tax requirements and do not provide a country selector for a lower regional price. Students may contact us about an apparent location error; any correction requires verification by us rather than a self-selected pricing country. We will not require excessive documentation.

5.2 The amount displayed for a subscription covering several months is the total price for that period. Any monthly equivalent will be labelled as a comparison only and accompanied by the total price with equal prominence. It does not mean that instalments are available. Under this offer, the full period is paid for in advance.

5.3 Consumer prices will include GST where applicable and compulsory charges that can be calculated for the offer. The final total, charging currency and relevant taxes will be disclosed before payment. We will not subsequently add a compulsory fee that should have been included in the advertised price.

5.4 A USD catalogue base does not mean that payment must be collected in AUD. The actual charging currency will appear in the order. Any illustrative conversion will be identified as an estimate. Exchange rates or international transaction fees charged by the student's bank are not set by NexoAU Prep and may vary.

5.5 Prices in other regions do not change the price of a subscription period already paid for. A genuine change of country may affect only a future purchase or renewal, with prior information and subject to section 7. We do not assume that international sales are tax-exempt; the rules applicable to the transaction will be followed.

6 Payment and access period

6.1 Payment will be processed by the card payment operator identified at checkout. The card issuer may apply its own authorisation and verification procedures. Using a card payment operator does not transfer our obligations for the service sold to that operator. Payment authorisation is limited to the amount, currency and subscription period approved.

6.2 The paid period begins when the purchased access is actually made available after payment confirmation. The confirmation will state the start and end dates and times, including the time zone. For periods expressed in months, expiry falls on the corresponding day; where that day does not exist in the final month, the last day of that month will be used. No calendar rule will shorten the duration stated in the order.

6.3 If a payment fails, we will notify the student and provide a way to resolve it. We will not create duplicate charges. Any further attempts will comply with the existing authorisation and applicable notices. Access may be suspended while the period remains unpaid, without blocking cancellation or support.

6.4 Instalments, financing and collection of future instalments are not included in a subscription sold as full payment in advance. A different offer requires specific conditions and prior consent.

7 Renewal and price changes

7.1 Automatic renewal requires an express choice presented separately, without a pre-ticked option. Before authorisation, we will display the total amount per period, currency, frequency, next charging date and cancellation method. Without renewal authorisation, access will end on the stated date and no automatic renewal charge will be made.

7.2 Where authorised, the subscription renews for the same period at the accepted price until cancelled. Choosing a period of 3, 6 or 12 months does not automatically authorise a longer commitment. Receiving the terms or merely using the account does not replace consent to renewal.

7.3 We will send a reminder at least 7 days before monthly renewal and 30 days before renewal of longer periods. It will show the amount, date and a direct route to cancellation. Any more protective statutory notice or period will be observed. If the required notice has not been given, renewal will be paused until the procedure has been completed, without an unexpected charge.

7.4 A price increase or material change to the subscription period will be notified at least 30 days in advance. Express acceptance will be required before charging the new amount. Without that acceptance, we will not renew at the higher price. The price and essential benefits of a period already paid for will not be changed unilaterally to the student's disadvantage.

8 Cancelling renewal

8.1 Students may cancel renewal in the subscription area of their account, without a compulsory telephone call or cancellation fee. If the tool is unavailable, they may use contract@nexoau.com.au. We will request only the information needed to locate and protect the account.

8.2 A cancellation received before the next charge will prevent that renewal. We will confirm cancellation and the final access date. The student retains access for the period already paid for unless they request withdrawal or termination with immediate effect under applicable statutory rights.

8.3 Cancelling renewal does not itself create a refund entitlement for a period correctly provided. This does not affect withdrawal rights, remedies for service failures or refund rights under sections 9 and 18. Not using the service does not remove those rights where their legal requirements are met.

8.4 Uninstalling the app, signing out or deleting a shortcut does not cancel the subscription. If a student requests account deletion, we will explain the effect on access and stop future renewals linked to that account, without requiring the student to keep an active account to avoid charges.

9 Service failures and refunds

9.1 Nothing in these terms limits guarantees that cannot be excluded under the Australian Consumer Law or other mandatory legislation. In Australia, the service must be provided with due care and skill and satisfy the applicable statutory requirements concerning purpose and timing.

9.2 For a major failure, consumers may exercise their statutory rights to terminate and receive a refund for the unused portion, or compensation for the reduction in value, together with compensation for reasonably foreseeable loss where applicable. A non-major failure that can be remedied will be addressed within a reasonable time; failure to do so may give rise to further statutory remedies, including termination and a refund for the unused portion. The remedy depends on the circumstances and applicable law; platform credit will not be imposed automatically.

9.3 We will request a description of the issue and reasonable information for assessment. Exercising rights does not require waiving complaints or abandoning proceedings before a competent authority. We will not excuse our own failure by making a blanket statement that digital products are never refundable.

9.4 Refunds due will be processed through the original payment method wherever possible, without an administration fee charged by us. We will comply with the applicable statutory deadline, including the specific periods in section 18. We will confirm processing; the bank's operational times will not extend our statutory deadline for compliance.

9.5 Apart from statutory entitlements, charging errors, failure to honour the offer or an expressly advertised commercial guarantee, this version does not provide an additional general change-of-mind refund right. This does not change the international rights in section 18.

10 Changes to plans and the platform

10.1 Before confirmation, a change of plan or subscription period will show its effective date, amount and treatment of any paid balance. There will be no additional charge or loss of balance without information and acceptance. Where an immediate change is unavailable, it may be scheduled for the next period.

10.2 We may correct content and improve features without removing essential contracted benefits. If a paid service must be discontinued or materially reduced, we will inform the student and offer an appropriate remedy, including equivalent continued service accepted by the student or a proportionate refund, without affecting broader statutory rights.

11 Availability and support

11.1 Before purchase, we will disclose relevant device, operating system, connection and other requirements. Planned maintenance will be notified where possible. We do not promise uninterrupted operation, but we will address interruptions diligently and maintain a support channel.

11.2 Prolonged or repeated failures will be assessed according to their effect on the purchased service, with restored access, correction or other appropriate remedies. A maintenance clause or an event outside our control does not automatically remove refund rights for a service we cannot provide.

12 Responsible use and intellectual property

12.1 During the purchased period, students receive personal, limited permission to use the educational resources as described in the offer. The account is individual and may be limited to one concurrent session where this restriction is disclosed before purchase. A legitimate change of device must allow access to be recovered.

12.2 Reselling access, systematically copying the question bank, unauthorised automated extraction, distributing protected material for onward redistribution and breaching platform security are prohibited. These restrictions respect uses permitted by law, including statutory copyright exceptions.

12.3 Students retain rights in their own uploaded content. They authorise only the processing needed to provide and protect the service, as explained in the privacy policy. This does not authorise uploading third-party content without the necessary rights or identifiable information about real patients.

13 Artificial intelligence

13.1 AI features, if included, will be identified as such, with their own limits and prices where applicable. Responses may contain errors, omissions or outdated information. They must be checked against appropriate professional sources and do not replace supervision, official assessment or clinical care.

13.2 Names, identity documents, identifiable images and other information about real patients must not be entered. Where a feature uses an external provider, the relevant processing will be explained in the privacy policy before use. These terms do not give blanket authorisation to train models using a student's personal information.

14 Privacy and communications

14.1 Data processing will be explained at https://nexoau.com.au/privacy.html, including the responsible party, purposes, recipients, retention, rights and contact details. The application and database are hosted in Australia. External payment and IP-location services are separate from that hosting infrastructure. The notice describes relevant providers and international handling without treating the Australian hosting server as an overseas server. Accepting these terms does not amount to unrestricted consent to any use of data.

14.2 Emails required for accounts, billing, security and cancellation are separate from advertising. Where marketing requires consent, that choice will be separate, and students may unsubscribe from advertising without losing their subscription. Access will not depend on agreeing to unnecessary promotional communications.

14.3 Information needed for legal obligations and the exercise or defence of legal rights may be retained for a justified period after termination. The policy will state the retention criteria, without promising immediate deletion of records that must be kept by law.

15 Suspension and termination

15.1 We may restrict access proportionately in response to established misuse, a security risk or non-payment. Where possible, we will give reasons and an opportunity to remedy the issue and seek review. Immediate measures will be limited to what is necessary to prevent harm or comply with a legal obligation.

15.2 We will not arbitrarily terminate a paid subscription or automatically forfeit the whole amount for a minor breach. We will explain how the unused period and applicable refund rights will be treated. If the platform closes, we will stop renewals and address the balance for services not provided.

16 Liability

16.1 Each party is responsible for its obligations under applicable law. These terms do not impose an unlimited indemnity on students or exclude our liability for fraud, wilful misconduct or other liabilities that cannot be excluded.

16.2 No general compensation cap equal to the subscription price is imposed. We do not exclude losses for which compensation is protected by law. Using card payment operators, hosting services or AI providers does not remove our obligations to consumers.

17 Complaints and governing law

17.1 Students may complain to contract@nexoau.com.au, identifying the order and the remedy sought. We will acknowledge receipt and provide updates within a reasonable time, subject to specific statutory deadlines. This process is not a compulsory condition before contacting a consumer protection body or competent court.

17.2 The contract is governed by Queensland law and applicable Australian federal law, subject to mandatory rules applicable to the consumer. This choice does not remove rights protected by the law of the consumer's habitual residence where that law applies to the transaction.

17.3 We do not require compulsory arbitration or waiver of class actions. We do not impose exclusive Australian jurisdiction that prevents a consumer from exercising rights before a competent local authority or court. If a provision is invalid, that does not expand another restriction or remove applicable statutory protection.

18 Rights in particular markets

18.1 Australia. Australian Consumer Law guarantees and remedies remain applicable. Renewal may be cancelled under section 8. No general statutory cooling-off period is represented as applying to every Australian online subscription.

18.2 European Union. Where EU consumer protection legislation applies, a distance contract generally carries a 14-day withdrawal period from conclusion of a service or digital content contract, subject to national rules and any extension arising from missing information. Students may make an unequivocal withdrawal statement or use the form in section 19. Amounts due will generally be refunded within 14 days of notification, without requiring acceptance of platform credit.

18.3 For an ongoing service started during that period, a proportionate charge will be payable only where the student expressly requested early performance and the legally required information was provided. First access alone does not fully perform a subscription. For digital content supplied without a physical medium, any loss of withdrawal rights requires the consent, acknowledgement and confirmation prescribed by law. We will not apply a blanket waiver to the entire package.

18.4 For contracts concluded through an online interface, we will provide the electronic withdrawal function required by national legislation implementing Article 11a of Directive 2011/83/EU, where applicable. It will remain accessible throughout the withdrawal period, with confirmation in a form the student can retain. This function is separate from cancelling future renewals.

18.5 United Kingdom. Where the Consumer Contracts Regulations 2013 apply, distance contracts for services and digital content carry the 14-day cancellation regime and its specific conditions. Early performance of services, loss of rights for digital content and any proportionate charges depend on the relevant statutory requirements. Simply opening an account does not create a general waiver. Refunds due will generally be made within 14 days of notification, without affecting other mandatory rights.

18.6 United States. For online renewals subject to ROSCA, we will disclose material conditions beforehand, obtain express informed consent and provide a simple way to stop recurring charges. Additional state rights, including notice and cancellation requirements, will be respected where applicable. No uniform federal 14-day withdrawal period is represented as applying to every online subscription.

18.7 Brazil. Where the Consumer Defence Code applies, contracts made away from business premises carry a 7-day withdrawal right, calculated from signing or receipt of the product or service as applicable. Amounts due will be refunded immediately, with monetary adjustment where applicable. Digital access will not be treated as automatically waiving that right. Other rights relating to offers, defects and unfair terms remain protected.

18.8 Other markets. Mandatory consumer rights remain protected. The absence of a specific local annex does not mean that local protection is absent. Any longer period, language

requirement, renewal rule or mandatory remedy prevails where applicable. Providing an English version does not remove legal requirements to provide information in another language.

19 Withdrawal notice

19.1 To withdraw where that right exists, students may use the applicable tool or send a message to contract@nexoau.com.au. The form below is optional and does not restrict other clear statements. Full card details and passwords are not required.

To: MORBECK, L. D. trading as NexoAU Prep, https://nexoau.com.au/, contract@nexoau.com.au.

I give notice that I withdraw from my NexoAU Prep subscription contract.

Plan and order number: _____

Contract date: _____

Name and email used for the order: _____

Notice date: _____

Signature only if submitted on paper: _____

20 Changes to these terms

20.1 Each purchase retains the version of the terms accepted. Administrative changes may be notified without reducing rights. Material changes that disadvantage students require appropriate information and consent where necessary; they will not be applied retrospectively to remove benefits or impose costs during a paid period.

20.2 For future subscription periods, we will give at least 30 days' notice of changes and explain how to decline renewal. New legal obligations will be observed without removing protected rights. Silence does not authorise a price increase contrary to section 7.

21 Contact and contract copies

21.1 Current terms will be available at https://nexoau.com.au/subscription-terms.html. Students will receive a copy of the version accepted in a form they can save. Whenever a student requests a copy of their contract, it will be supplied in PDF format, including their subscription details and the version of the terms accepted at purchase. Questions, cancellations and statutory requests may be sent to contract@nexoau.com.au. Digital channels do not remove other methods that must be made available by law.