

This is an Agreement between you and Nick Estes that describes the Terms of Service (“Terms”) with respect to your access to and use of content, reports, documents, products, and online services (referred to collectively as the “Services”) we make available through <https://www.NickEstes.com/> (“Site”). Please take the time to read the Agreement carefully as it governs your use of the Site and Services.

Agreement Acceptance

All of the terms of the Agreement apply without modification by you and together constitute legally binding terms between you and Nick Estes. By using or accessing the Site and/or Services, or by agreeing to the Terms where the option is made available to you, you understand and agree to abide by these Terms of Service whether on your own behalf or on behalf of the company, business or organization you represent. If you do not agree, you may not use or access the Sites and Services.

Amendments

From time to time, Nick Estes may revise, amend or otherwise change these Terms without prior notice to you. You acknowledge and agree that it is your responsibility to review these Terms of Service periodically for changes. You agree that your use of the Services after the effective date of such change will constitute your consent to the revised, amended, or otherwise changed Terms. If you do not agree to the changes, you must stop using the Services.

Your Use of the Services

Nick Estes provides you with a limited, non-exclusive, non-transferable, personal and non-sub-licensable license to use the Site. Accordingly, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose. You must not obscure, alter, remove or delete any copyright or other proprietary notices contained in the Services.

You will not copy, modify, adapt, translate or otherwise create derivative works of any of the Services obtained from the Site. You warrant that you will not attempt or assist others to attempt or actually reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. You agree to comply with all applicable laws and regulations in your use of and access to the Site, Services, and Software.

Provision of the Services

You understand and agree that Nick Estes may modify, terminate, suspend, or otherwise adjust any and all aspects of the Services at any time without prior notice to you. You acknowledge and agree that if Nick Estes disables access to your account for non-payment or other material breach of the Terms, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

Accounts, Passwords and Security

As part of the registration process, you are required to create a <https://www.NickEstes.com/> account (“Account”) and provide certain information including, but not limited to, your name, the business name, address, phone number, credit card, and email address. You agree that any registration information you give to Nick Estes will always be accurate, correct and up to date. You are responsible for creating a secure password and protecting the Account from unauthorized access. You will be held responsible for any activity that occurs under your Account.

You are solely responsible for any and all activity that occurs on or through your Account. You agree to notify Nick Estes immediately of any unauthorized use of your Account or password or any other breach of security. Nick Estes may access your Account from time to time to provide you assistance with technical or billing issues or in order to maintain or improve the Services.

Charged Services

Certain features of the Site or the Services are associated with charges or fees. All charges and fees are listed in U.S. Dollars unless expressly identified otherwise. You agree to pay any applicable charges and fees associated with your use of the Services.

To access the parts of the Services that are associated with charges and fees, you must provide requested details and follow applicable billing procedures. By providing a payment method, you represent that you are authorized to use the payment method you provided and that

the information provided by you is true and accurate. Nick Estes accounts are billed in advance.

Content

You may use the data/content collected and displayed from your use of the Service solely for informational purposes. You understand and acknowledge that such data/content may not be exhaustive and the analysis of the data/content is based on what third-party data sources provide to Nick Estes.

The data/content is based on publicly available data/content and Nick Estes does not verify the accuracy of data/content provided by such third parties. Any use of the data/content except as specifically described herein is strictly prohibited. In addition, the data/content collected and displayed may require access to third party sites and such third parties may prevent Nick Estes from generating such data/content. Furthermore, government regulations and/or compliance with applicable laws may prevent Nick Estes from using certain data/content or providing it to you.

You agree that you shall evaluate and bear all risks associated with the Services, including any reliance on the accuracy, completeness, or integrity of such Services. By using the Site and Services, you represent and warrant that you have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of the information made available in the Site and Services, and make effective use of the Services provided by Nick Estes.

You acknowledge that the Services are made available to you without any warranties of any kind. By using the Services you understand and agree that your use of the Services is at your sole discretion and risk. The Site may contain links to other sites on the Internet which are owned and operated by Third Party Vendors and other third parties (the “External Sites”).

You acknowledge that Nick Estes is not responsible for the availability of, or the materials located on or through, any External Sites. You acknowledge that by accessing the Site, you may come into contact with content that you find harmful, offensive, threatening, indecent or objectionable and you acknowledge that Nick Estes shall have no liability to you for the content including, but not limited to explicit language and other potentially offensive material.

Restrictions

You must not create multiple accounts for disruptive or abusive purposes, or with overlapping use cases. Mass account creation may result in suspension of all related accounts. Please note that any violation of these Terms of Service is cause for permanent suspension of all accounts.

Cancellation or Termination

You may cancel the Services at any time, with or without cause. You understand and accept that by canceling the Services: i) you may be obligated to pay all charges made to your billing account up to the

time of cancellation; ii) you may lose access to and use of your Account and any Services and Services credits contained therein.

You acknowledge and agree that Nick Estes may terminate your Account for cause with or without prior notice to you. Cause for termination includes but is not limited to infringement or violation of the Terms, partial or complete discontinuance of the Services and/or Site, extended periods of inactivity on your Account, request to do so by law, and non-payment of fees or charges owed by you to Nick Estes.

Cancellation or termination of your Account will result in immediate cessation of access to the Services, and deletion of your Account and all Services contained therein. All terminations are at the sole discretion of Nick Estes, and you agree that Nick Estes shall not be liable to you or any third party as a result of Account termination.

Proprietary Rights

You acknowledge and agree that the Site and Services are the exclusive property of Nick Estes and except as may be otherwise provided herein, Nick Estes does not grant any express or implied right in them to you. You agree not to remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Site. Nick Estes owns the copyright for the Site as a compilation, and all Services accessible from the Site.

All content included on the Website, such as text, graphics, logos, button icons, images, data compilations, and software, is the property

of Nick Estes or its content suppliers and protected by international copyright laws. Any third party marks displayed on the Site and/or Services are the property of their respective owners. You further acknowledge that the Services may contain information which is designated confidential and that you shall not disclose such information without Nick Estes prior written consent.

Privacy

Nick Estes current privacy policy is available at the Site (the "Privacy Policy"). Nick Estes strongly recommends that you review the Privacy Policy closely.