

NICOLE E. PORTER TERMS OF USE

Last Updated: October 2022

Welcome to **www.NicoleEPorter.com**. The services that Eskinde's Accounting & Tax and its representatives, affiliates, officers and directors ("**NICOLE E. PORTER**" "we", "us" or "our") provides to you are governed by these terms of use ("Terms of Use"). When you access our website at **www.NicoleEPorter.com** and/or our mobile versions and/or applications (collectively, the "Services"), you're agreeing to be bound by this Terms of Use, and, if you've elected to become a Client, you shall be bound by the terms and conditions set forth in our client agreement.

AGREEMENT

For the purpose of this Terms of Use, if you use our Services, you agree that you are an individual who is using our Services for evaluation or educational purposes. In the event you enter into our Client Agreement, you will become a "Client" which entitles you to additional financial consulting support services ("Consulting Support") with a financial coach. If you elect to become a Client, you will be subject to this Terms of Use and our Client Agreement. In the event of a conflict between this Terms of Use and the Client Agreement, the Client Agreement terms will prevail, but only with respect to the portion of the Services to which the Client Agreement terms apply.

ACCEPTANCE OF TERMS OF USE

PLEASE READ THIS TERMS OF USE CAREFULLY. BY ACCESSING AND/OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THIS TERMS OF USE AND ALL OTHER OPERATING RULES, POLICIES AND/OR PROCEDURES DESCRIBED HEREIN THAT MAY BE PUBLISHED FROM TIME TO TIME TO THE SERVICES BY US, EACH OF WHICH IS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THIS TERMS OF USE, DO NOT USE THE SERVICES.

ARBITRATION NOTICE

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION CLAUSE SET FORTH HEREIN, YOU AGREE THAT DISPUTES BETWEEN YOU AND **NICOLE E. PORTER** WILL BE RESOLVED BY MANDATORY ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT AND/OR CLASS-WIDE ARBITRATION.

ELECTRONIC COMMUNICATION.

The communications between you and **NICOLE E. PORTER** use electronic means, whether you use the Services and/or Consulting Support or send us emails, or whether **NICOLE E. PORTER** posts notices on the Services and/or communicates with you via email. For contractual purposes, you (i) consent to receive communications from **NICOLE E. PORTER** in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that **NICOLE E. PORTER** provides to you electronically satisfy any legal requirement that such communications would satisfy as if it was a hardcopy writing. The foregoing does not affect your non-waivable rights. Electronic notices should be sent to **Nicole@Eskindes.com**.

CHANGES

Terms of Use. **NICOLE E. PORTER** reserves the right to change and/or modify this Terms of Use and/or any policy and/or guideline of the Services, at any time and in its sole and absolute discretion. If we make material changes to this Terms of Use, we will inform you by posting a notice on the Services and changing the 'Last Updated' date above. We may also provide you with additional forms of notice of modifications and/or updates as appropriate under the circumstances. Any changes and/or modifications will be effective immediately upon posting the revisions to the Services, and you waive any right you may have to receive specific notice of such changes and/or modifications. Your continued use of the Services will confirm your acceptance of such changes and/or modifications; therefore, you should frequently review this Terms of Use and applicable policies to understand the terms and conditions that apply to your use of our Services. If you do not agree to the amended terms, you must stop using the Services immediately.

Modification to Services. **NICOLE E. PORTER** reserves the right to modify and/or discontinue, temporarily and/or permanently, the Services and/or any features or portions thereof without prior notice. You agree that **NICOLE E. PORTER** will not be liable for any modification, suspension and/or discontinuance of the Services or any part thereof.

ELIGIBILITY, USE OF SERVICES, ACCOUNT AND RESTRICTIONS

Eligibility. You must be at least thirteen (13) years of age to access and/or use the Services. If you are between the ages of thirteen (13) and eighteen (18), you may only use the Services under the supervision of a parent or legal guardian who agrees to be bound by this Terms of Use. We do not knowingly collect or solicit information from children under the age of thirteen (13). If we learn we have collected personal information from a child under the age of thirteen (13), we will delete the information, so please contact us at **Nicole@Eskindes.com** if you think a child has provided us personal information. By using the Services, you represent and warrant that you have the right, authority and capacity to enter into this Terms of Use and to abide by all of the terms and conditions set forth herein.

Use of Services and Availability. **NICOLE E. PORTER** retains the right, in our sole and absolute discretion, to deny service and/or access to and/or use of the Services to anyone at any time and for any reason. While we use reasonable efforts to keep the Services accessible, the Services may be unavailable from time to time. You understand and agree that there may be interruptions to the Services and/or access to your Account due to circumstances both within our control (e.g., routine maintenance) and outside of **NICOLE E. PORTER's** control.

Creating an Account. To sign up for the Services, you must create an account (an "Account") by registering to access and/or use the Services. Creating an Account on the Services is free; however, if you sign up for Consulting Support, additional fees may apply. Your Account requires you to (i) indicate agreement to this Terms of Use, (ii) provide contact information, and (iii) submit any other form of authentication required during the enrollment process, as determined by **NICOLE E. PORTER** in its sole and absolute discretion. You agree to (a) create only one Account; (b) provide accurate, current and complete information when creating your Account; (c) maintain and/or promptly update your Account information; (d) maintain the security of your Account by not sharing your password with others and/or restricting access to your Account and your mobile device and/or computer; (e) promptly notify **NICOLE E. PORTER** if you discover and/or otherwise suspect any security breaches relating to the Services; and (f) take responsibility for all activities that occur under your Account and accept all risks of unauthorized access. You shall not select and/or use as a username a name of another person with the intent to impersonate that person and/or us, and/or use a name that is otherwise offensive, vulgar and/or obscene.

Account Security. You are fully responsible for all activities that occur under your Account. You agree to (a) immediately notify **NICOLE E. PORTER** of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your Account at the end of each session. **NICOLE E. PORTER** will not be liable for any loss and/or damage arising from your failure to comply with this provision. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information. Your Account is non-transferrable and may not be sold, combined and/or otherwise shared with any other person. If you commit fraud and/or falsify information in connection with your use of the Services, your Account will be terminated immediately and we reserve the right to hold you liable for any and all damages that we suffer, and we may pursue legal action through relevant local and national law enforcement authorities and may notify your 'Internet Service Provider' of any fraudulent activity we associate with you and/or your access to and/or use of the Services.

Third Party Accounts; Authorization. You may direct **NICOLE E. PORTER** to retrieve your information ("Account Information") maintained online by third-party financial institutions with which you have a relationship, maintain accounts, and/or engage in financial transactions. **NICOLE E. PORTER** facilitates access of the Account Information by entering into agreements with third parties or through your input of information through your Account on the Service. **NICOLE E. PORTER** does not review the Account Information for any purpose, including but not limited to accuracy, legality and/or non-infringement. You hereby expressly authorize **NICOLE E. PORTER** to access your Account Information maintained by identified third-parties, on your behalf. Without limiting the foregoing, if the Account Information relates to an account held with any entity governed by the Telecommunications Act of 1996 and/or any rules or regulations of the Federal Communications Commission, you hereby consents to the transmission of the Account Information to **NICOLE E. PORTER**. You authorize and/or permit **NICOLE E. PORTER** to use and/or store information submitted (such as account passwords and/or user names) to perform the Services and/or provide an Account through the Services. You acknowledge and agree that when **NICOLE E. PORTER** is accessing and retrieving Account Information, **NICOLE E. PORTER** is acting on your behalf and not as an agent of any third party accessible through the Services.

Alerts, Notifications and Communications. By creating an Account, you automatically sign up for various types of alerts via e-mail and/or mobile notification. When logged in, you may customize, modify and in some cases deactivate alerts by adjusting the settings accordingly. We never include your password in these communications, but we may include your name, or email address and information about your information if you are a Client. Anyone with access to your e-mail and/or mobile device will be able to view these alerts. You may unsubscribe from marketing-oriented emails at any time.

Prohibited Activities. **NICOLE E. PORTER** reserves the right to investigate and terminate your access to the Services, if you have misused the Services, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful and/or illegal. You further agree not to: (i) "stalk" or otherwise harass any person; (ii) express and/or imply that any statements you make are endorsed by **NICOLE E. PORTER** without our specific prior written consent; (iii) use any robot, spider, site search/retrieval application, or other manual and/or automatic device and/or process to retrieve, index, "data mine", or in any way reproduce and/or circumvent the navigational structure or presentation of the Services or its contents; (iv) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information unless under fair use or without obtaining the prior consent of the owner of such proprietary

rights; (v) remove any copyright, trademark or other proprietary rights notices contained on the Services; (vi) interfere with or disrupt the Services or the servers or networks connected to the Services; (vii) post, email and/or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (viii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Services; (ix) "frame" or "mirror" any part of the Services, without **NICOLE E. PORTER**'s prior written authorization; (x) use meta tags and/or code or other devices containing any reference to **NICOLE E. PORTER** or the Services in order to direct any person to any other web site for any purpose; (xi) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile and/or otherwise disassemble any portion of the Services or any software used on the Services or cause others to do so.

Restrictions on User Content. Except as expressly specified in this Terms of Use, you agree not to post, upload, transmit, distribute, store, create and/or otherwise publish User Content that: (i) is offensive, including without limitation, bigotry, racism, discrimination, hatred, and/or profanity; (ii) is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, otherwise objectionable or which threatens our relationships with our employees, partners, clients, customers, or suppliers; (iii) may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; (iv) impersonates any person or entity or otherwise misrepresents your identity or affiliation with another person or entity; (v) constitutes, encourages or provides instructions for a criminal offense, violates the rights of any party or that creates liability or violates any applicable local, state, national or international law; and/or (vi) violates this Terms of Use or, in the sole judgment of **NICOLE E. PORTER**, is objectionable, restricts or inhibits any other person from using or enjoying the Services or which damages the image or rights of **NICOLE E. PORTER**, other users or third parties.

OWNERSHIP AND PROPRIETARY RIGHTS AND LICENSES

Ownership: The Services, any content or products on the Services and the infrastructure used to provide the Services are proprietary to **NICOLE E. PORTER**, our affiliates, and other content providers. By using the Services and accepting this Terms of Use: (a) **NICOLE E. PORTER** grants you a limited, personal, nontransferable, nonexclusive, revocable right to access and use the Services pursuant to this Terms of Use and to any additional terms and policies set forth by **NICOLE E. PORTER**; and (b) you agree not to reproduce, distribute, copy, create derivative works from, publicly display, publicly perform, license, store, sell and/or re-sell any content, software, products and/or services obtained from and/or through the Services without the express permission of **NICOLE E. PORTER**; and (c) you agree not to use or reference in any manner **NICOLE E. PORTER**'s names, logos, products and service names, trademarks or service marks or those of **NICOLE E. PORTER**'s licensors without the express permission of **NICOLE E. PORTER**.

Non-commercial Use. The Services is for your personal use only and may not be used in connection with any commercial endeavors, unless approved in advance in writing by an authorized representative of **NICOLE E. PORTER**. Organizations, companies, and/or businesses may not create an Account and should not use the Services for any purpose. Use of the Services is with the permission of **NICOLE E. PORTER**, which may be revoked at any time, for any reason, in **NICOLE E. PORTER**'s sole and absolute discretion.

Reservation of Rights. The materials and content on this Services, as well as the organization and layout of this Services, are copyrighted and are protected by United States and international copyright laws and treaty provisions. Subject to the limited rights expressly granted hereunder, **NICOLE E. PORTER** and/or its third party providers reserve all right, title and interest in and to the services and content, including all related worldwide intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

User Content. All content or information added, created, uploaded, submitted, distributed, and/or posted to the Services (collectively "User Content"), is the sole responsibility of the person who originated such User Content. **NICOLE E. PORTER** may reject, refuse to post and/or delete User Content, in its sole and absolute discretion. Notwithstanding anything herein to the contrary, **NICOLE E. PORTER** is not obligated to take any action not required by law. You hereby grant **NICOLE E. PORTER** a worldwide, perpetual, non-exclusive, royalty-free, irrevocable, assignable, sub-licensable, transferable license to use the User Content for any purpose, including but not limited to the ability to reproduce, edit, create derivative works, publicly perform, and public display the User Content in any form and in any and all media or distribution methods (now or later developed). You assume all risks associated with User Content, including anyone's reliance on its quality, accuracy, and/or reliability by you.

Feedback. If you provide us (in a direct mail, email and/or otherwise) with any feedback, suggestions, improvements, enhancements, recommendations and/or feature requests relating to the Services and/or Consulting Support ("Feedback"), then you further grant to **NICOLE E. PORTER** a worldwide, perpetual, irrevocable, royalty-free license

to use and incorporate any such Feedback. **NICOLE E. PORTER** has no obligations to review any Feedback and may use and redistribute Feedback for any purpose without restriction in its sole and absolute discretion.

Blocking of IP Addresses. In order to protect the integrity of the Services, **NICOLE E. PORTER** reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Services.

DIGITAL MILLENNIUM COPYRIGHT POLICY.

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information unless under fair use or without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent, pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)), with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Services; (iii) your address, telephone number, and email address; (iv) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

NICOLE E. PORTER's Copyright Agent for notice of claims of copyright infringement can be reached as follows: **NICOLE E. PORTER, 8431 Adair St. Douglasville, GA 30134** or at **Nicole@Eskindes.com**. Please note that attachments cannot be accepted at the email address for security reasons. Accordingly, any notification of infringement submitted electronically with an attachment will not be received or processed.

ERRORS, INACCURACIES, OMISSIONS AND PERFORMANCE

Occasionally there may be information on the Services that contain typographical errors, inaccuracies, and/or omissions that may relate to services, descriptions, pricing, offers, Pre-Existing Materials and availability. We reserve the right to: (i) revoke any stated offer; (ii) correct any errors, inaccuracies, and/or omission; and/or (iii) make changes to prices, content, promotion offers, service and/or product descriptions and/or other information without obligation to issue any notice of such changes, except as prohibited by law.

PRIVACY

Use of the Services and/or the Consulting Support is also governed by our *Privacy Policy* and you consent to any personal information we may obtain about you being collected, stored and/or processed in accordance with the *Privacy Policy* and this Terms of Use.

TERMINATION

If you violate this Terms of Use and/or if we have grounds to suspect that you violated this Terms of Use and/or other use parameters included on the Services, we may suspend or terminate your Account and refuse use of the Services (or any portion thereof). **NICOLE E. PORTER** also reserves the right, in its sole discretion, to terminate your access to the Services or any portion thereof at any time, without cause and/or without notice.

FOR A USER WHO IS NOT A CLIENT

Separate Agreements. You understand and acknowledge that the results you could obtain from investment information and financial insights provided by **NICOLE E. PORTER** cannot be guaranteed and that **NICOLE E. PORTER** cannot be held responsible. Financial consulting services may be offered to individuals who become Clients, at the sole discretion of **NICOLE E. PORTER**. Your election to engage our consulting services are subject to your explicit enrollment and acceptance of the separate Client Agreement and related fee schedule.

Advice. You agree and understand that your use of the Services is for educational purposes only and is not intended to provide legal, tax or financial planning advice. You agree that you are responsible for your own research and financial decisions, that **NICOLE E. PORTER** is only one of many tools you may use as part of a comprehensive financial education process, that you should not and will not rely on **NICOLE E. PORTER** as the primary basis of your financial decisions and, except as otherwise provided for herein, **NICOLE E. PORTER** will not be liable for decisions/actions you take or authorize third parties to take on your behalf based on information you receive or otherwise see on our the Services.

DISCLAIMERS OF WARRANTIES

NICOLE E. PORTER IS NOT RESPONSIBLE FOR ANY PROBLEMS AND/OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK AND/OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS AND/OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF EMAIL AND/OR PLAYERS ON ACCOUNT OF TECHNICAL

PROBLEMS AND/OR TRAFFIC CONGESTION ON THE INTERNET AND/OR AT ANY SERVICES OR COMBINATION THEREOF, INCLUDING INJURY AND/OR DAMAGE TO USERS AND/OR TO ANY OTHER PERSON'S COMPUTER RELATED TO AND/OR RESULTING FROM PARTICIPATING AND/OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEB AND/OR IN CONNECTION WITH THE SERVICES. THE SERVICES, AND ANY CONTENT AND/OR MATERIALS, ARE PROVIDED BY **NICOLE E. PORTER** TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS, EXCEPT AS EXPRESSLY SET FORTH IN THIS TERMS OF USE. **NICOLE E. PORTER** DOES NOT MAKE ANY OTHER WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY AND/OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND FROM COURSE OF DEALING, USAGE AND/OR TRADE PRACTICE, ALL OF WHICH **NICOLE E. PORTER** EXPRESSLY DISCLAIMS. WITHOUT LIMITING THE FOREGOING, **NICOLE E. PORTER** AND/OR ITS LICENSORS, PARTNERS AND CONTENT PROVIDERS MAKE NO WARRANTY THAT (A) THE SERVICES, CONTENT AND/OR MATERIALS WILL MEET YOUR REQUIREMENTS AND/OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE AND/OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, ACCURATE AND/OR RELIABLE; (C) ANY CONTENT AND/OR SOFTWARE AVAILABLE AT AND/OR THROUGH THE SERVICES IS FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS AND/OR (D) **NICOLE E. PORTER** WILL NOT BE LIABLE AND/OR OTHERWISE RESPONSIBLE FOR ANY FAILURE AND/OR DELAY IN UPDATING THE SERVICES AND/OR ANY CONTENT. NO ADVICE AND/OR INFORMATION, WHETHER ORAL AND/OR WRITTEN, OBTAINED BY YOU FROM **NICOLE E. PORTER** AND/OR THROUGH YOUR ACCESS TO AND/OR USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TERMS OF USE.

IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE DATE OF FIRST USE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY **NICOLE E. PORTER** AND/OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless **NICOLE E. PORTER**, its independent contractors, service providers and consultants, and their respective directors, officers, employees, agents, parents, subsidiaries, and other affiliates, from and against any claims, suits, damages, costs, liabilities, penalties, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of and/or related to (a) your use of the Services; (b) any User Content or Ideas you provide; (c) your violation of this Terms of Use; (d) your violation of any rights of any third party; and/or (e) your conduct in connection with the Services. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses. You agree not to settle any matter without the prior written consent of **NICOLE E. PORTER**. **NICOLE E. PORTER** will use commercially reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

LIMITATION ON LIABILITY

YOUR USE OF THE SERVICES, CONTENT AND/OR MATERIALS IS AT YOUR OWN RISK. IN NO EVENT SHALL **NICOLE E. PORTER**, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU AND/OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA AND/OR PROFITS, WHETHER OR NOT FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, AND/OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF **NICOLE E. PORTER** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING SHALL APPLY DESPITE ANY NEGLIGENCE, MISCONDUCT, ERRORS AND/OR OMISSIONS BY **NICOLE E. PORTER** ITS EMPLOYEES, REPRESENTATIVES AND/OR AGENTS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, **NICOLE E. PORTER'S** LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

NICOLE E. PORTER'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICES, CONTENT AND/OR MATERIALS IS LIMITED TO THE LESSER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO **NICOLE E. PORTER** IN CONNECTION WITH THE SERVICES IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR (ii) TWO HUNDRED FIFTY DOLLARS (\$250.00).

LINKS; THIRD PARTY SERVICES

Links. The Services may provide, or third parties may provide, links to other websites and/or resources. Because **NICOLE E. PORTER** has no control over such sites and/or resources, you acknowledge and agree that **NICOLE E. PORTER** is not responsible for the availability of such external sites and/or resources and does not endorse and is not responsible and/or liable for any content, advertising, products and/or other materials on or available from such sites and/or resources. You further acknowledge and agree that **NICOLE E. PORTER** shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, goods or services available on or through any such site and/or resource.

Third Party Content, Products and Services (including Advertising and Promotions). **NICOLE E. PORTER** may provide third party content on the Services (including embedded content) and links to web pages and content of third parties, including advertisements and promotions (collectively, "Third Party Content") as a service to those interested in this information. We do not control, endorse and/or adopt any Third-Party Content, including that the inclusion of any link does not imply affiliation, endorsement and/or adoption by **NICOLE E. PORTER** of any site and/or any information contained therein, and can make no guarantee as to its accuracy or completeness. When you visit other sites via Third Party Content or participate in promotions or business dealings with third parties, you should understand that our terms and policies no longer govern, and that the terms and policies of those third-party sites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from our Services. **NICOLE E. PORTER** makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature and/or reliability of websites linking to the Services. Such sites are not under the control of **NICOLE E. PORTER** and **NICOLE E. PORTER** is not responsible for the content of any linked site and/or any link contained in a linked site, or any review, changes and/or updates to such sites. We disclaim all warranties, express and implied, as to the accuracy, validity and legality and/or otherwise of any materials and/or information contained on such Third-Party Content.

DISPUTE RESOLUTION

Disputes. We want to address your concerns without needing formal legal case. Before filing a claim against **NICOLE E. PORTER**, you agree to try to resolve the dispute informally by contacting us at Nicole@Eskindes.com. We will try to resolve the dispute by contacting you via email, but if we cannot resolve the dispute within thirty (30) days after receipt of your submission, you and **NICOLE E. PORTER** agree to resolve any claims related to this Terms of Use through final and binding arbitration, except as forth under 'Exceptions to Agreement to Arbitrate' section below and/or you opt out as described below.

Opt-Out. You can opt-out and decline this agreement to arbitrate by contacting **NICOLE E. PORTER** within thirty (30) day after the date that you first became subject to this arbitration provision (i.e.: the date you initially accepted this Terms of Use). You must write us at **NICOLE E. PORTER**, Attn: Opt-Out Arbitration, 8431 Adair St., Douglasville, GA 30134. If you opt out, neither you nor **NICOLE E. PORTER** can require the other to participate in an arbitration proceeding.

Arbitration Procedures. Except in the event the claim meets the requirements set forth in the 'Exceptions to Agreement to Arbitrate' section below and/or if you opt out of arbitration as described above, all claims shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association. Any such controversy and/or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. All information relating to and/or disclosed by any party in connection with the arbitration of any disputes shall be treated by the parties, their representatives, and the arbitrator as proprietary business information and shall not be disclosed without prior written authorization of the disclosing party. The arbitration shall be held in **Douglas County, Georgia USA** or any other location we agree to. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Exceptions to Agreement to Arbitrate. Either you and/or **NICOLE E. PORTER** may assert claims, if they qualify, in small claims court in Douglas, Georgia. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use and/or abuse of the Services, breach of **NICOLE E. PORTER**'s confidential information and/or intellectual property infringement (for example, trademark, trade secret, copyright and/or patent rights) without first engaging in arbitration and/or the informal dispute-resolution process described herein.

Judicial forum for disputes. In the event that the agreement to arbitrate is found not to apply to you and/or your claim, you and **NICOLE E. PORTER** agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of **Douglas, Georgia**. Both you and **NICOLE E. PORTER** consent to the foregoing exclusive venue and jurisdiction.

Jurisdiction and Choice of Law.

If there is any dispute arising out of the Services, by using the Services, you expressly agree that any such dispute shall be governed by the laws of the **GA**, without regard to its conflict of law provisions, and you expressly agree and

consent to the exclusive jurisdiction and venue of the state and federal courts of the State of **Georgia**, in **Douglas** County, for the resolution of any such dispute.

MISCELLANEOUS

If any provision and/or term of this Terms of Use shall become and/or be declared illegal, invalid and/or unenforceable for any reason whatsoever, such term and/or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from it. If an applicable law is in conflict with any part of this Terms of Use, this Terms of Use will be deemed modified to conform to the law and the other provisions will not be affected by any such modification. No waiver by either you and/or **NICOLE E. PORTER** of any breach and/or default and/or failure to exercise any right allowed under this Terms of Use is a waiver of any preceding and/or subsequent breach and/or default and/or a waiver and/or forfeiture of any similar and/or future rights under this Terms of Use. This Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer and/or delegate any of our rights and obligations hereunder without consent. This Terms of Use are binding upon and will inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns. The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export and/or transfer, directly or indirectly, any U.S. technical data acquired from **NICOLE E. PORTER**, or any products utilizing such data, in violation of the United States export laws or regulations. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. The section and paragraph headings in this Terms of Use are for convenience only and shall not affect their interpretation. The word "including" means "including without limitation."

HOW TO CONTACT US

If you have any questions about this Terms of Use or our information-handling practices, please contact us as follows: **Nicole@Eskindes.com**.