

Nest Navigate™ Terms & Conditions

Effective Date: September 19, 2025

By accessing or using Nest Navigate's Services, you agree to these Terms.

1. Services

Nest Navigate provides gamified homebuyer education modules and issues **Nest Coins™** rewards. Services may be modified, suspended, or discontinued at any time without liability.

2. Rewards

- **Nest Coins™** currently have no cash value but may be in the future and are non-transferable.
- At Nest Navigate's sole discretion, **Nest Coins™ may in the future be exchangeable for currency or other services**. No present right or guarantee exists.
- Partner offers and rewards are fulfilled by third parties. Nest Navigate is not liable for partner products or services.

3. User Responsibilities

- You must be 18+ and provide accurate account information.
- You agree not to misuse the Services, including by fraud, hacking, scraping, or reverse engineering.
- You are responsible for safeguarding your account credentials.

4. Data Use & Monetization

- By using the Services, you grant Nest Navigate a **perpetual, worldwide, irrevocable license** to collect, use, analyze, sell, share, license, and otherwise monetize your personal, transactional, behavioral, and technical data.
- Data may be retained, shared, and monetized even after account termination or deletion, as permitted by law.
- You will not receive compensation for Nest Navigate's use of data.

5. Privacy Rights (CCPA/CPRA and Similar State Laws)

- If you are a California resident (or live in a state with similar laws), you have rights described in our **Privacy Policy**, including:
 - Right to know/access,
 - Right to delete,
 - Right to correct,

- o Right to opt out of sale/sharing,
 - o Right to limit use of sensitive personal information.
 - o Users may exercise their rights, including the right to opt out of the sale or sharing of personal information, by using the 'Do Not Sell or Share My Personal Information' link provided on our website or app.
- These rights may be exercised through the methods described in our Privacy Policy.

6. Data Requests & Timing

- Verified consumer requests will be processed within **45 days**, with one possible 45-day extension if reasonably necessary, as permitted by law.
- Requests may be denied if repetitive, excessive, or conflicting with ongoing business or legal obligations.
- Once data is deleted or anonymized, recovery may not be possible.

7. Competitor Use Prohibited

You may not access or use Nest Navigate's Services if you are a **Competitor**. For purposes of these Terms, "Competitor" means any individual, company, or organization that develops, offers, or intends to develop or offer products, services, or software that are similar to or compete with any aspect of Nest Navigate's platform, features, rewards system, or business model.

Nest Navigate reserves the right, in its sole discretion, to determine whether an entity or individual qualifies as a Competitor. Accounts found to be operated by or on behalf of Competitors may be suspended or terminated immediately, and Nest Navigate may pursue **injunctive relief, cease-and-desist demands, or other legal remedies** to protect its rights and regardless of outcome, Competitor will pay all legal costs.

Any Competitor who accesses or uses Nest Navigate's Services in violation of these Terms shall be liable for all damages, losses, costs, and expenses (including attorneys' fees) incurred by Nest Navigate in investigating, enforcing, or litigating such violation. **Competitor agrees to indemnify and reimburse Nest Navigate for all such costs, regardless of the outcome of any claim, defense, or proceeding.**

8. Competitor Use & Liability

Competitor Use Prohibited. You may not access or use Nest Navigate's Services if you are a **Competitor**. A "Competitor" means any individual, company, or organization that develops, offers, or intends to develop or support companies financially including investors to offer products, services, or software that are similar to, or compete with, any aspect of Nest Navigate's platform, features, rewards system, or business model.

Nest Navigate reserves the right, in its sole discretion, to determine whether an entity or individual qualifies as a Competitor.

Competitor Liability. Any Competitor who accesses or uses Nest Navigate’s Services in violation of these Terms shall be liable for all damages, losses, costs, and expenses (including reasonable attorneys’ fees) incurred by Nest Navigate in investigating, enforcing, or litigating such violation. Competitor agrees to indemnify and reimburse Nest Navigate for all such costs, **regardless of the outcome** of any claim, defense, or proceeding.

9. TCPA & Communications Consent

Communications Consent. By providing your phone number, email, or other contact information, you expressly consent to receive calls, text messages, emails, and other communications (including via automatic telephone dialing systems and prerecorded messages) from Nest Navigate, its affiliates, and its partners (including Realtors, mortgage loan officers, and service providers) related to your use of the Services, offers, rewards, and transactions.

Consent to receive these communications is a **condition of using the Services**. You may opt out at any time by following the instructions provided in any communication, but doing so may limit or disable certain features of the Services.

10. Notice & Cure Requirement

Notice and Cure. Before bringing any claim or initiating any arbitration, you must first provide Nest Navigate with written notice of the dispute and a reasonable description of the claim at [eric@nestnavigate.com]. Nest Navigate shall have **thirty (30) days** from receipt of such notice to resolve the matter to your satisfaction. This notice and cure period is a **mandatory condition precedent** to the initiation of any arbitration or legal proceeding.

11. Communications Consent

By providing your phone number, email address, or other contact information, you expressly consent to receive communications from Nest Navigate, its affiliates, partners, Realtors, Mortgage Loan Officers (“MLOs”), and other partners or participants in the Nest Navigate ecosystem. These communications may include calls, text messages, mail, targeted advertisement, emails, and in-app notifications regarding educational content, rewards, offers, services, or opportunities.

You acknowledge and agree that:

- Such communications may be generated using automated technology (including auto dialers, prerecorded messages, A.I. systems, human reaching out or text messaging systems).
- Consent to receive these communications is not a condition of using Nest Navigate’s Services.

- Standard messaging and data rates may apply.
- You may opt out of marketing communications at any time by following the unsubscribe instructions provided in the message or by contacting us at privacy@nestnavigate.com.

Nest Navigate is not responsible for, and disclaims liability relating to, communications sent by independent third-party partners (including Realtors and MLOs or other businesses or individuals) once your contact information has been shared in accordance with this Policy.

User Content, Communications & Third-Party Messaging

12. Users may upload content (including profile pictures, messages, and other submissions) and may use chat or messaging features to communicate with each other or with third parties (including Realtors, Mortgage Loan Officers, lenders, and service providers). You acknowledge and agree that:

- **Content Restrictions:** You may not upload, post, share, or transmit any content that is unlawful, obscene, hateful, harassing, defamatory, pornographic, misleading, or otherwise inappropriate.
 - **Responsibility:** You are solely responsible for the content of your communications and any consequences thereof.
 - **No Liability:** Nest Navigate does not pre-screen or actively monitor all content or communications and is not responsible or liable for (a) the content of messages exchanged between Users, (b) communications from third parties such as Realtors, MLOs, or service providers, or (c) any promises, offers, or representations made in such communications.
 - **Enforcement Rights:** Nest Navigate reserves the right, but not the obligation, to review, restrict, remove, or suspend accounts and content that violate these Terms or applicable law.
 - **Indemnification:** Users agree to indemnify and hold Nest Navigate harmless from any claims, damages, or liabilities arising from their content, communications, or interactions with other Users or third parties.
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13. No Liability for Homebuyer or Third-Party Conduct

Nest Navigate is an educational and rewards platform. We do not broker, underwrite, guarantee, or assume responsibility for any real estate, mortgage, or financial transaction. You acknowledge that Nest Navigate merely connects users with third parties (including homebuyers, Realtors, mortgage loan officers, lenders, and service providers), and Nest Navigate is not responsible or liable for the actions, defaults, or misconduct of any homebuyer, Realtor, MLO, lender, or other third party with whom you may interact through the Services Accuracy of

14. Educational Content & Disclaimers

Nest Navigate provides educational modules, gamified experiences, and informational content for general educational purposes only. While we strive to keep our content current and accurate, we do not warrant or guarantee that any content provided through the Services is complete, reliable, up to date, or suitable for your particular situation.

No Professional Advice. The educational content, modules, or rewards provided by Nest Navigate or its affiliates are not legal, financial, tax, or real estate advice. You should consult with qualified professionals before making any financial, real estate, or other decisions.

No Liability. Nest Navigate is not responsible or liable for any errors, omissions, or outdated information in its educational content, gamified modules, or communications, nor for any decisions made by users in reliance on such content. Use of the Services is at your own risk.