

# Nest Navigate™ Accessibility Statement

**Effective Date:** 09/19/2025

Nest Navigate Inc. (“Nest Navigate,” “we,” “our,” or “us”) is committed to making our website, mobile applications, and services accessible to individuals with disabilities.

## 1. Commitment to Accessibility

We strive to follow recognized accessibility standards, including the **Web Content Accessibility Guidelines (WCAG) 2.1 Level AA**, to make our digital properties usable for as many people as possible.

## 2. Ongoing Efforts

- We regularly review and update our website and applications for accessibility.
- Some content, features, or partner integrations may not yet meet all accessibility standards. We are actively working to improve.

## 3. Alternative Access

If you encounter any difficulty using our site or services due to a disability, you may request assistance by contacting us:

- **Email:** [eric@nestnavigate.com](mailto:eric@nestnavigate.com)
- **Phone:** (949) 683-7472

We will make reasonable efforts to provide the information, item, or transaction you need through an accessible communication method (for example, telephone support).

## 4. No Guarantee / Limitation of Liability

While we are committed to accessibility, **we do not guarantee that our Services are error-free or accessible to every individual’s specific needs or assistive technology.** By using our Services, you agree that your sole remedy for accessibility issues is to contact us for assistance.

## 5. Dispute Resolution

Any disputes related to accessibility will follow the **dispute resolution process in our Terms & Conditions**, including mandatory **mediation and arbitration in California**, waiver of jury trial, and limitation of remedies.

## 7. Intellectual Property

All content, branding, and technology of Nest Navigate are protected intellectual property. Users may not copy, distribute, or exploit them without prior written consent.

## 8. Limitation of Liability

- Services are provided “AS IS” and “AS AVAILABLE.”
- Nest Navigate disclaims all liability, including for lost profits, data, indirect or consequential damages.
- Your sole remedy is to stop using the Services.

## 9. Indemnification

You agree to indemnify and hold harmless Nest Navigate, its officers, directors, employees, and affiliates against any claims, damages, or liabilities arising from your use of the Services or partner offers.

## 10. Dispute Resolution & Legal Costs

- All disputes must first go to **confidential mediation in California**.
- If unresolved, disputes will proceed to **binding arbitration in California** under AAA rules.
- You waive rights to jury trial and class action claims.
- **Even if you prevail, you are responsible for your own legal costs and must reimburse Nest Navigate’s reasonable attorneys’ fees and expenses.**

## 11. Termination

Nest Navigate may suspend or terminate accounts at any time, with or without cause.

## 12. Severability

If any provision of these Terms is held invalid or unenforceable, the remainder will remain in effect.

## 13. Governing Law

These Terms are governed by the laws of the State of California and apply nationwide to all U.S. users, subject to applicable state privacy rights.