

NATIONQUOTE.COM TERMS OF USE

Last Revised: April 2, 2019

1. Introduction

You agree to be bound by the terms and conditions contained within the Terms of Use, as well as our Privacy Statement and Cookies Policy. Collectively, these form a legally binding agreement between NationQuote.com/Pirestani Insurance Agency and you.

The terms “NationQuote”, “we,” “us,” or “our” mean Pirestani Insurance Agency, a California entity, which does business as Pirestani Insurance Agency in California. The terms “you,” “customer,” and “user” shall mean you, users of our Services, and any entity or organization you or such users shall represent. The term “Services” means, collectively, various websites, applications, widgets, email notifications and other mediums, or portions of such mediums, through which you have accessed the Terms of Use. The Terms of Use contains an agreement to arbitrate all claims and disclaimers of warranties and liability.

2. Privacy Statement

By using our Services, you acknowledge that you have read and understand our Privacy. The Terms of Use incorporate this Privacy Statement in full and, by agreeing to the Terms of Use, you agree to be bound by the terms of the Privacy Statement. You also acknowledge receipt of our Cookies Policy, which is also incorporated into our Privacy Statement.

3. Your Compliance With The Terms of Use

By using our Services and visiting our Website, you voluntarily accept and consent to the Terms of Use and your consent and acceptance is supported by sufficient and valuable consideration. You acknowledge that this consideration includes, but is not limited to, access to our Services and your ability to interact with our Services. You expressly represent that you have the capacity to agree to be bound to the Terms of Use and, where acting on behalf of a business entity or other organization, agree that you have the authority to so bind that entity or organization.

4. Representation of Data Collection

You consent to and agree that NationQuote.com may collect data and Personal Data from you even though we may not be able to offer you any available products or services available for purchase. NationQuote.com currently only sells products or services in California. If you voluntarily provide us with any information about yourself or a third party, you agree that NationQuote.com reserves the right to use that data for market analysis, advertising, or other commercial purposes. This is true even if NationQuote.com cannot offer you or a third party products or services for sale at the time you provide us with this information.

When applying for an personal lines or business lines insurance policy you represent that you have provided notice to and obtained consents from your employees that will allow us to obtain any motor vehicle records related to those employees to be used in underwriting decisions.

5. Consent To Receive Electronic Copies of Insurance Documents

By signing up for our Services, you consent to receive all insurance documents – including identification cards – in electronic form only to an email address you provide.

6. Registration

As a condition to using certain features of our Services, we automatically create accounts for users. Your email address will be your username. Logins will require a one-time password or access to your email inbox for verification. You may not use an email address, which purports to represent or impersonate a person other than yourself. We reserve the right to refuse or cancel registration of any username in our sole discretion. You are responsible for maintaining the confidentiality of your username and password. You further agree to notify us immediately, at info@nationquote.com if you become aware of any unauthorized use involving your username and password.

7. Use of Our Services

Our Services, as well as their underlying processes, related content, and generated data, may only be used for your personal, informational, and non-commercial use. You may not copy, reproduce, sell, distribute, replicate, duplicate, relay, transmit, broadcast, or license our Services or their underlying processes, related content, or generate data without NationQuote.com express written consent. Your use of NationQuote.com is not transferable by you to any other person or entity. Your access and use of our Services may be interrupted by, without limitation, maintenance of our equipment or networks, malfunction of our equipment or networks, or inadvertently by a third party or parties. We reserve the sole right to suspend or discontinue the availability of our Services at any time in our sole discretion and without prior notice or consent.

8. Prohibited Activities

You are responsible for anything you transmit to or through NationQuote.com's Website or to NationQuote.com through email, short message service, voice calls, Facebook, Twitter, or Google Review. You represent that your transmissions to NationQuote.com will be truthful, accurate, not misleading, offered in good faith and that you have authority to transmit such information. In using this Website, you agree that it is solely your responsibility to avoid certain activities we deem as prohibited at our discretion. These prohibited activities include without limitation:

- Criminal activity or tortious activity, including fraud, harassment, spamming, copyright infringement, patent infringement, or theft of trade secrets;
- Advertising to, or solicitation of, any user to buy or sell any products or services;
- Engaging in any automated use of the system, such as using scripts to send comments, messages, post on forums, or request information;
- Interfering with, disrupting, or creating an undue burden on our Services or the underlying networks;
- Attempting to impersonate another user;
- Using a false email address, phone number, postal address, or contact information. You are also prohibited from using an email address, phone number, address or contact information of another entity or person without authorization;
- Using our Services in a manner inconsistent with any and all applicable laws and regulations; and
- Using information or scraping information from our Services for any purpose whatsoever.

9. Monitoring of Services

We reserve the right, but have no obligation to, monitor our Services for your or third party violations of the Terms of Use, take appropriate legal action against anyone who violates the Terms of Use, refuse or restrict access to or availability of any user's interaction with the Services, remove the Services, or otherwise disable all files and content at our discretion, and otherwise manage the Services in order to protect the rights and property of NationQuote.com and its customers.

10. Termination of Your Account or Use of Our Services

We may restrict, suspend, or terminate your use of or access to our Services in the event that you violate the Terms of Use and, at our sole discretion, as permitted by law. We may change the content or otherwise restrict access to all or parts of our Services without providing notice at our discretion, as permitted by law.

11. Content

NationQuote.com makes no representations or warranties about the suitability of the content of its Website for any purpose. NationQuote.com provides all content of its Website on an “as is” and an “as available” bases without any warranty of any kind.

12. List of Carriers & Agents We Currently Use

NationQuote.com acts as an agent that represents insurance companies to whom it will submit your insurance application and from whom it will procure your insurance coverage. The list of agencies we currently use and that might represent us: CoverWallet. Outside of California we use CoverWallet to provide insurance products and services nationwide.

13. Disclaimers and Limitations on Liability

NationQuote.com makes no warranty of any kind whatsoever – express or implied – with respect to the contents of its Services. NATIONQUOTE.COM HEREBY DISCLAIMS ANY AND ALL implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose. You expressly agree that your use of our Services is at your sole risk. It is solely your independent duty and responsibility to verify and evaluate the accuracy, correctness, and completeness of ANY Services. We make no warranty or guarantee that any content available for downloading is free from infection from any computer programming or other glitches, which may contaminate, damage, interfere with, destroy, intercept, or expropriate any system, data, or personal information. We do not make any representations, warranties, or guarantees – express or implied – regarding quotes or offers provided on or through our Services. As such, we expressly disclaim all liability for any content, products, or services furnished from such service providers

We further make no representations, guarantees, or warranties that our Services are appropriate or available for use in jurisdictions outside of the United States of America. If you access or otherwise use our Services from these jurisdictions, you do so of your own volition and risk, and are solely responsible for compliance with local and international law.

NationQuote.com will not be held liable to anyone for any liability arising out of, or in any way relating to, any damages, loss, or claim whatsoever, no matter how occasioned, in connection with or arising out of access to or use of the contents of its Services. In no event shall NationQuote.com be liable for any special, indirect, exemplary, or consequential damages or any damages whatsoever, including, but not limited to, loss of use, data, or profits, without regard to the form of any action, including, but not limited to, contract or negligence or other tortious actions, arising out of or in connection with the use, reproduction, or display of the content.

14. Representations and Disclaimers Related to Products or Services

NationQuote.com makes no representations, warranties, or guarantees with respect to quotes, terms, rates, coverage, or services offered to you by insurers or other third parties through NationQuote.com’s Services. NationQuote.com believes the content provided through its Services to be accurate, complete, and current. However, inadvertent technical or factual inaccuracies may arise and, therefore, NationQuote.com does not warrant that its content is accurate, complete, and current. Content that NationQuote.com provides through

its Services is meant to assist you with insurance and financial decisions. However, such information merely constitutes a general description of insurance coverage potentially available. Any particular coverage provided to you by any insurance company or other third party is subject to that party's terms, conditions, exclusions, and underwriting practices. You must verify information NationQuote.com provides through its Services before relying on that information in whole or in part. We also recommend that you obtain additional information and advice from your accountant, attorney, and other advisors that can take your individual circumstances into account. The insurance policy or other product or service you purchase from entities other than NationQuote.com forms the exclusive contract between you and the insurer or other third party, and you agree to not rely on the general information made available through NationQuote.com Services.

Our Service may provide you with offers or quotes with a third party provider of goods or services. However, you agree that we make no guarantee that all users will be provided with such a quote, and that some of these services may only be available to United States residents and corporations or only available in a portion of states.

NationQuote.com may receive fees or commissions from insurers or other third parties with respect to certain transactions made in connection with our Services. Nevertheless, you acknowledge that we are not responsible for any fee arrangement or the terms of any agreement you may enter into with a provider of a product or service through our Services. You hereby release NationQuote.com of any loss, cost, damages, or claim in connection with or arising from your use of a service or product, including any fees charged

15. Representations to Us

By using our Services you represent and warrant to us that:

- You are authorized to purchase and bind this insurance on behalf of the entity applying for coverage.
- You have not had any judgments or liens placed against you in the last three years.
- You authorize NationQuote.com, as well as its agents and representatives, to obtain consumer reports covered under the Fair Credit Reporting Act ("FCRA") from a credit reporting agency of NationQuote.com's choice. You consent to NationQuote.com, from time to time, obtaining and reviewing consumer reports in order to assess the insurability, or for any permissible purpose under the FCRA, with respect to you or the company or organization you represent and/or own or operate. You understand that, pursuant to the FCRA, if any adverse action is taken based upon your consumer report, NationQuote.com will alert you to this fact and send you a summary of your rights.

If any of the above statements are not true, you should not and are not authorized to use our Services.

16. Indemnification and Hold Harmless

By using our Services, you agree to indemnify, defend, and hold harmless NationQuote.com against any claim, cost, fine, damages, including attorneys' fees, arising from or related to your use of our Services.

17. Fees and Charges

Access to and use of many aspects of our Services are free. You may choose to purchase products or services from us while using our Services, which may result in charges and fees to you. We will inform you in advance of any such charge or fee. By submitting payment information for an accepted method of payment ("Payment Method") through our Services, you authorize us to charge you these agreed-upon amounts, as well as any applicable taxes to your Payment Method. You will not be entitled to any refund of charges, fees, or taxes except as expressly provided herein, or as required under applicable law.

Premium Audit: (a) We will compute all insurance premiums for an insurance policy in accordance with our rules and rates in effect at the time; (b) The premium displayed on our website is a deposit premium for the policy period. We reserve the right to review the details of your business at the end of your policy period. If your business has changed since you applied, we reserve the right to adjust your previous years premium up or down accordingly. This means we may refund you for excess premium paid, or that we may bill you for an increased rate to cover the increased risk of your business if such changes have occurred; and (c) The Named Insured on a policy must keep records of the information we need for premium computation (generally, the information required in an application), and send us copies if requested.

You may choose to use a credit card, debit card, or prepaid card as a Payment Method to pay for charges, fees, and taxes in connection with our Services. Should you choose to do so, you warrant that you are authorized to use such credit or debit card for this purpose. Should you use a credit or debit card without authorization, in whole or in part, you will remain responsible for any outstanding balance, and we may alert the appropriate authorities of your misuse.

Policy coverage is annual. You may choose to pay monthly or annually. By choosing to pay monthly and providing or designating a Payment Method, you authorize us to charge you each month at the monthly rate, and any other charges you may incur in connection with our Services, such as taxes and fees, to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to changing or adding products or services, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges. We will automatically bill your Payment Method each month on the calendar day corresponding to the date of your first payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your first payment occurred on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if your first payment was on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. We may authorize your Payment Method in anticipation of product or service-related charges. As used in the Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle. You further agree and consent to NationQuote.com continuing to debit the same payment instrument upon renewal or similar even, if applicable.

You may edit your Payment Method information by logging in online or calling our customer support. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not log in or call to edit your Payment Method information or cancel your account, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. NationQuote.com reserves the right to retry payment on your payment device on file until the amount owed is settled or you cancel your NationQuote.com account. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

Your premium payment does not bind coverage until the insurance carrier approves your application. In the event that the insurance carrier does not approve your application, your premium payment will be refunded.

You may cancel your policy at any time by logging in online or calling our customer support. If you cancel your policy, we will stop your monthly payments and will not charge your Payment Method.

You will not be charged any interest, finance fee, late payment fee, or other type of finance charge. You agree that if you do not make a scheduled payment when due, we have the right to request cancellation of your insurance policy or policies. To avoid cancellation of your policy or policies, please be sure to make your monthly insurance premium payments on time.

NationQuote.com and its partner brokerages, risk management, underwriting services, and other consultants may directly or indirectly receive commissions, broker fees, or interest as compensation for their services or products, or for holding capital. If you have any questions regarding the nature or amount of the compensation paid to NationQuote.com or its partners, we encourage you to contact us.

18. Financial Decisions

Our Services offer a platform that provides you with access to information and third party providers of products and services. We do not endorse or recommend any of these providers, and do not act as an agent with respect to such providers or with respect to you. We do not investigate, guaranty or certify that such providers are appropriately licensed, certified, or otherwise qualified to offer these products and services. You agree that you are solely responsible to investigate these providers, and that you are solely responsible and liable for any products or services they may provide you that may give rise to costs, damages, liabilities, fees, or fines. We suggest that you seek the consult of financial advisers, insurance agents, or other qualified professionals who may be fully aware of your individual circumstances and needs prior to making any financial or insurance purchasing decisions. You agree that you are relying solely on your judgment and that of your advisors in purchasing products or services through our Services or based on information provided by our Services.

19. Intellectual Property Rights

Our names, graphics, and logos used in connection with our Services, service marks, icons, page headers, page layouts, scripts, and unique terminology are our trademarks and trade dress (collectively, "Proprietary Marks") in the United States and other countries. You may not use our Proprietary Marks without our express and written permission. NationQuote.com makes no proprietary claim to any third party names, trademarks, or service marks appearing on our Services as such rights related to these names, trademarks, or service marks belong to their respective owners.

Any information, advice, data, software, or other content, which may be contained in or downloaded from our Services (collectively, "Content"), including, but not limited to, all text, graphics, charts, images, videos, line art, icons, and renditions, are copyrighted by, or otherwise licensed to, us or our Content suppliers. We also own copyrights to a collective work in the selection, coordination, arrangement, organization, navigation, presentation, display, and selective alteration of the Content ("Collective Work"). All software used in providing or supporting our Services ("Software") is our property or the property of our software vendors and is protected by United States and international copyright laws. Any access you may have, including but not limited to, viewing, reading, printing, downloading or otherwise using the Content, Collective Work, or Software does not waive any of our rights and does not entitle you or any third party to any ownership or intellectual property rights.

You are solely liable for any damages arising from your infringement of our or any third party intellectual property rights with respect to the Trademarks, Content, Collective Work, or Software. You are solely responsible for any harm incurred to us or our affiliates as a direct or indirect result of you copying, distributing, redistributing, publishing, or using the same for purposes that are expressly or impliedly in violation of the Terms of Use.

20. No Third party Beneficiaries

The Terms of Use are between you and NationQuote.com, and no provision within the Terms of Use confers any implied or express right in any third party. The Terms of Use do not provide you with any authority to bind NationQuote.com in any way.

21. Assignment

You may not transfer, assign, or license your rights under the Terms of Use without our prior express and written consent.

22. Void Where Prohibited

Our Services are intended for use for those areas in the United States where we, our affiliates, our partner insurers, our brokers, or our agents are licensed and permitted to sell our products and services. Although our Services may be accessed by users in other locations, any offer or transaction for any feature, product, or service is void where prohibited by law.

23. Our Services Are Not Intended for Minors

Our Services are not directed at minors, that is, persons younger than 18 years old. If you are not at least 18 years old, please do not attempt to access our services. We do not knowingly contact or collect personal information from persons under 18 years old, and such a person should not provide us with any information.

24. Governing Law and Jurisdiction

You agree that the Terms of Use (and incorporated Privacy Statement and Cookies Policy) are governed and interpreted by the laws of the State of California without regard to principles of conflicts of law. By using our Services, you agree to personal and exclusive jurisdiction of the state and federal courts of California in order to resolve any dispute arising from your use of the Services, including but not limited to the enforcement of any arbitration award. You further agree to waive any objection to such jurisdiction or venue.

25. Arbitration Agreement and Waiver of Class Remedies

(a) Arbitration Agreement

Any controversy or claim arising out of or relating to the Terms of Use shall be finally resolved by binding arbitration following the parties' best efforts to settle such dispute, claim, question or disagreement. If a binding arbitration occurs, it shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and its procedures for consumer disputes, except for any rules or procedures permitting class actions or otherwise contradictory to the Terms of Use. An arbitrator shall wield exclusive authority to resolve all disputes, including whether this or any other provision contained in the Terms of Use is void or voidable. The arbitrator's award shall be binding and entered as a judgment in any court of competent jurisdiction and in accordance with the Governing Law and Jurisdiction clause of the Terms of Use.

The parties understand that, absent this Arbitration Agreement provision, they may otherwise have the right to sue in a court of law, and may have the right to a trial by jury. While arbitration is intended to be more cost-effective, in some instances the cost of litigation may exceed the cost of civil litigation in a court. Moreover, the rules and procedures of arbitration may limit discovery.

(b) Waiver of Class Remedies

The parties agree that any arbitration shall be conducted only in their individual capacities, and the parties expressly forego the right or option to file or join a class action or other representative action. Should any court or arbitrator determine that the class action waiver set forth in this section is void or otherwise unenforceable, or that an arbitration can proceed on a class basis, then the arbitration provision shall be deemed null and void in its entirety, and the parties shall be deemed to have not agreed to arbitrate any dispute.

(c) Exception: Litigation of Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, relief may also be sought in a small claims court for disputes or claims within that court's jurisdiction—subject to the Governing Law and Jurisdiction clause of the Terms of Use.

(d) Thirty Day Right to Opt Out

You have the right to opt out and not be bound by the arbitration agreement and class action provisions of this section by sending written notice of your decision to opt out to the following address: 2097 E Washington St. Suite 1E-255, Colton, CA 92324. Such notice must be sent within thirty (30) days of registering to use our Services, or else you shall be bound to arbitrate disputes in accordance with these Terms of Use. Any such opt out shall be mutual. We reserve the right to terminate your use of our Services should you opt out.

26. No Oral Modification

The Terms of Use may not be modified through oral agreement or statements. The individual employees of NationQuote.com, NationQuote.com's partners, and NationQuote.com's third party affiliates are not authorized to modify the Terms of Use except by the mechanism stated herein. Any employee offering to modify the Terms of Use is not acting as an agent of NationQuote.com or with proper authority to bind NationQuote.com. You agree not to rely on any statement, written or oral, by any employee or agent of NationQuote.com or any third party with respect to modification or interpretation of the Terms of Use.

27. Communications With NationQuote.com

In using our Services, you may choose to communicate with us by providing us with feedback, comments, questions, or proposals. Under no circumstance will your submission of information obligate NationQuote.com to pay you compensation.

You may provide your information as part of an attempted or completed request for a quote or offer for goods and services of a third party vendor. In doing so, you agree to allow NationQuote.com to use this information in any way consistent with the Terms of Use, our Privacy Statement, and our Cookie Policy. When you submit contact information to us as part of an attempted or completed request for a quote or offer for goods or services, you consent to receive telephone calls, emails, text messages, mailers, or other similar communications in connection with these goods and services. **This is true even if your phone number is on any "do not call" list.**

28. Severability

Except as otherwise provided herein, in the event that any provision contained within the Terms of Use shall be deemed to be unenforceable, invalid, or ambiguous, such provision shall be limited or discarded to the minimum extent necessary so that the remaining provisions of the Terms of Use remain in full force and enforceable.

29. Non-Waiver

Neither party shall be deemed to have waived, in whole or in part, any of its rights granted herein by its failure to exercise, in whole or in part, any right herein.

30. Force Majeure

Neither party shall be responsible for any delay or failure in any performance due to acts of God, war, warlike conditions, blockade, embargoes, riots, government restriction, labor disturbances, unavailability of anticipated usual means of supplies, wrecks, epidemics, quarantine, fire, flood, earthquake, explosion, any unforeseen change in circumstances, or any other causes beyond any party's reasonable control.

31. Entire Agreement

The Terms of Use and only those Policies or Notices expressly incorporated by reference herein constitute the entire agreement of the parties and supersede any prior or contemporaneous agreements, understandings, warranties, or understandings, whether written or oral, whether express or implied, with connection to our Services.

32. Notification of Changes

At its discretion, NationQuote.com may amend the Terms of Use from time to time. We will post any such material changes to our Website along with a notice indicating that the Terms of Use have changed at least thirty (30) days prior to the effective date of these changes, when practicable. Should we materially change the Terms of Use, you may cancel your account with us by contacting us in accordance with the "Contact NationQuote.com" provision of the Terms of Use before the effective date of the modified Terms of Use. You will not be bound by the updated Terms of Use if you cancel your account within this time period.

33. Notice

In the event NationQuote.com may choose or become obligated to provide you with notices under or related to the Terms of Use, you consent to receive such notices or related communications by NationQuote.com posting them on its Website, by sending them to you via an email address you provided, or by sending them to a postal address you provided, at our discretion. You further agree that any such communication as described herein satisfies any legal requirement that the communication must be provided in writing.

34. Contact NationQuote.com

If you have any questions about the Terms of Use or wish to notify us in relation to your use of our Services, you may contact NationQuote.com by email at info@nationquote.com.