

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **nationsconsultingllc.com** (the "Site"). This Site is owned and operated by Thomas E Nations. This Site is a petroleum engineering services and software.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### **Intellectual Property**

All content published and made available on our Site is the property of Thomas E Nations and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Sale of Goods**

These Terms and Conditions govern the licensing of software available on our Site.

The following goods are available on our Site:

- Petroleum Engineering Software.

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to license software from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Subscriptions**

Your subscription does not automatically renew. You will not be notified before your subscription expires. You must notify us if you wish your subscription to continue.

**Free Trial**

We offer the following free trial of our goods: A 30 day free trial is available by contacting us via email. [tom@nationsconsultinginc.com](mailto:tom@nationsconsultinginc.com).

At the end of your free trial, the following will occur: At the end of the trial period, the software will stop functioning. Contact us if you wish to purchase an annual subscription.

You do not have to cancel the free trial. The useability of the software will time out at the end of the trail period.

**Payments**

We accept the following payment methods on our Site:

- Credit Card;
- PayPal; and
- Invoice to your company..

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

**Consumer Protection Law**

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

**Limitation of Liability**

Thomas E Nations and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

**Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Thomas E

Nations and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

**Applicable Law**

These Terms and Conditions are governed by the laws of the State of Colorado.

**Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and Thomas E Nations are unable to resolve any dispute through informal discussion, then you and Thomas E Nations agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Thomas E Nations. The costs of any mediation or arbitration will be paid by the unsuccessful party.

Notwithstanding any other provision in these Terms and Conditions, you and Thomas E Nations agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

**Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

**Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

**Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

Nations Consulting LLC

(281) 301-5210

tom@nationsconsultinginc.com

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You can also contact us through the feedback form available on our Site.

Effective Date: 21st day of June, 2024