

Terms of Service

EST Enterprises Inc.

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1. Acceptance of Terms

By accessing, using, or subscribing to any services provided by EST Enterprises Inc. ("Company," "we," "us," or "our"), including but not limited to our website, mobile applications, SMS messaging services, and any related platforms or tools, you ("User," "you," or "your") acknowledge that you have read, understood, and agree to be bound by these Terms of Service ("Terms"). These Terms constitute a legally binding agreement between you and EST Enterprises Inc..

If you do not agree to these Terms, you must not access or use our services. Your continued use of our services following any modifications to these Terms constitutes your acceptance of such modifications.

These Terms apply to all users of our services, including but not limited to individual consumers, business customers, website visitors, SMS subscribers, and any third parties who interact with our services on behalf of authorized users.

2. Description of Services

EST Enterprises Inc. provides comprehensive mobile marketing and communication services designed to help businesses connect with their customers through various digital channels. Our services include, but are not limited to:

SMS and Text Messaging Services: We provide Application-to-Person (A2P) text messaging services that enable businesses to send promotional, transactional, and informational messages to their customers. Our SMS services are fully compliant with A2P 10DLC regulations and integrate seamlessly with Lead Connector platforms to ensure optimal message delivery and compliance with all applicable telecommunications regulations.

Website and Digital Platform Services: We offer website development, maintenance, and optimization services that help businesses establish and maintain their online presence. Our digital platforms are designed to integrate with our SMS services to provide a comprehensive customer communication solution.

Lead Management and Customer Relationship Management: Through our integration with Lead Connector and other customer relationship management platforms, we provide tools and services that help businesses manage customer interactions, track engagement, and optimize their marketing campaigns.

Compliance and Regulatory Support: We provide ongoing support to ensure that all customer communications comply with relevant regulations, including the Telephone Consumer Protection Act (TCPA), A2P 10DLC requirements, and other applicable laws and industry standards.

Our services are designed to be scalable and adaptable to businesses of all sizes, from small local enterprises to large corporations. We continuously update and improve our services to meet evolving customer needs and regulatory requirements.

3. SMS and Text Messaging Services

EST Enterprises Inc. provides SMS and text messaging services that are fully compliant with all applicable federal and state regulations, including the Telephone Consumer Protection Act

(TCPA), A2P 10DLC requirements administered by The Campaign Registry (TCR), and industry guidelines established by the CTIA. Our messaging services are designed to facilitate legitimate business communications while protecting consumer privacy and rights.

Service Scope and Capabilities: Our SMS services enable businesses to send various types of messages, including promotional offers, transactional notifications, appointment reminders, customer service communications, and informational updates. All messages are transmitted through our A2P 10DLC registered infrastructure, ensuring optimal delivery rates and compliance with carrier requirements.

Message Types and Classifications: We support multiple message categories as defined by A2P 10DLC regulations, including but not limited to marketing and promotional messages, customer care communications, account notifications, fraud alerts, public service announcements, and emergency notifications. Each message type is subject to specific compliance requirements and delivery standards that we maintain in accordance with industry best practices.

Delivery and Performance Standards: While we strive to ensure timely and reliable message delivery, we cannot guarantee that all messages will be delivered successfully or within specific timeframes. Message delivery may be affected by factors beyond our control, including but not limited to carrier network issues, recipient device limitations, regulatory filtering, and compliance screening processes. We maintain industry-standard delivery rates and provide detailed reporting on message status and delivery confirmation where available.

Message and Data Rates: Standard message and data rates may apply to all SMS communications sent through our services. These rates are determined by the recipient's mobile carrier and are not controlled by EST Enterprises Inc.. Users are responsible for informing their customers about potential message and data charges, and we recommend including appropriate disclaimers in all opt-in processes and initial communications.

Geographic Limitations: Our SMS services are primarily designed for communications within the United States and are subject to U.S. telecommunications regulations. International messaging may be available for certain service plans but is subject to additional restrictions, compliance requirements, and fees. Users must ensure compliance with applicable laws and regulations in all jurisdictions where they send messages.

4. A2P 10DLC Compliance

EST Enterprises Inc. is fully committed to compliance with A2P 10DLC regulations as mandated by The Campaign Registry (TCR) and enforced by major U.S. mobile carriers. Our compliance framework ensures that all SMS communications meet the highest standards of legitimacy, transparency, and consumer protection.

Brand and Campaign Registration: All businesses using our SMS services must complete the A2P 10DLC brand and campaign registration process through our integrated Trust Center platform. This registration process includes verification of business identity, submission of required documentation such as Tax ID numbers and business addresses, and approval of specific use cases for SMS communications. We provide comprehensive support throughout the registration process and maintain ongoing compliance monitoring to ensure continued approval status.

Registration Types and Requirements: We support multiple registration types to accommodate different business needs and volumes, including Toll-Free Number registration for businesses seeking simplified registration without daily sending limits, Low Volume Standard registration for businesses with Tax ID sending fewer than 6,000 message segments per day, and Standard registration for businesses with Tax ID sending higher volumes of messages. Each registration type has specific eligibility requirements, approval timelines, and operational limitations that we clearly communicate to our customers.

Trust Scores and Throughput Management: Our platform automatically manages Trust Scores assigned by The Campaign Registry, which determine message throughput rates and delivery performance. We provide ongoing monitoring and optimization recommendations to help businesses maintain high Trust Scores and optimal message delivery rates. Trust Scores are influenced by factors including opt-out rates, spam complaints, carrier feedback, and compliance with messaging best practices.

Carrier Propagation and Approval Processes: Following successful brand and campaign registration, we manage the carrier propagation process, which typically takes 3-5 business days for all major carriers to receive and process registration information. During this period, some messages may experience delivery delays or failures as carriers update their systems with new registration data. We provide real-time status updates and support throughout this process to minimize any impact on customer communications.

Ongoing Compliance Monitoring: We maintain continuous monitoring of all SMS campaigns to ensure ongoing compliance with A2P 10DLC requirements. This includes automated screening for prohibited content, monitoring of opt-out rates and spam complaints, verification of proper sender identification and opt-out language, and regular audits of campaign performance and compliance metrics. Any compliance issues are immediately addressed through our automated systems and customer support team.

5. User Responsibilities and Conduct

Users of EST Enterprises Inc. services have specific responsibilities and obligations to ensure compliance with all applicable laws, regulations, and industry standards. Failure to meet these responsibilities may result in service suspension, termination, or legal consequences.

Compliance with Laws and Regulations: Users must ensure that all use of our services complies with applicable federal, state, and local laws, including but not limited to the Telephone Consumer Protection Act (TCPA), CAN-SPAM Act, state privacy laws, and any other relevant consumer protection regulations. Users are responsible for staying informed about changes to applicable laws and adjusting their practices accordingly.

Accurate Information and Documentation: Users must provide accurate, complete, and current information during account setup, A2P 10DLC registration, and ongoing service use. This includes maintaining current business information, contact details, and any required documentation such as Tax ID numbers, business licenses, and compliance certifications. Users must promptly notify us of any changes to their business information or compliance status.

Proper Use of Services: Users must use our services only for their intended purposes and in accordance with these Terms and all applicable laws. Users are prohibited from using our services for any illegal, fraudulent, deceptive, or harmful activities. This includes but is not limited to sending spam messages, engaging in phishing or other fraudulent schemes, transmitting malware or other harmful content, or using our services to harass, threaten, or harm others.

Content Responsibility: Users are solely responsible for all content transmitted through our services, including the accuracy, legality, and appropriateness of all messages, images, links, and other materials. Users must ensure that all content complies with applicable laws and regulations and does not infringe on the rights of third parties. We reserve the right to review, monitor, and remove any content that violates these Terms or applicable laws.

Security and Account Protection: Users are responsible for maintaining the security of their accounts, including protecting login credentials, monitoring account activity, and promptly reporting any suspected unauthorized access or security breaches. Users must implement appropriate security measures to protect customer data and ensure compliance with applicable privacy laws and regulations.

6. Consent and Opt-In Requirements

EST Enterprises Inc. strictly adheres to all legal requirements for obtaining and maintaining proper consent for SMS communications. Our consent framework is designed to ensure full compliance with TCPA regulations and industry best practices while providing clear transparency to consumers about their communication preferences.

Express Written Consent Requirement: All promotional and marketing SMS communications require express written consent from recipients before any messages can be sent. Verbal consent, implied consent, or pre-checked opt-in boxes are not sufficient under TCPA regulations and are strictly prohibited. Express written consent must be obtained through clear,

unambiguous opt-in processes that specifically authorize the receipt of text messages from the identified business or organization.

Acceptable Consent Methods: We support several compliant methods for obtaining express written consent, including website opt-in forms with manually checked consent boxes that clearly describe the SMS program, SMS keyword opt-ins where customers text a specific keyword to a designated number to subscribe, point-of-sale opt-ins with electronic signature capture or written consent forms, and mobile application opt-ins with clear consent language and manual confirmation. All consent methods must include specific disclosure language about the nature and frequency of messages, potential message and data charges, and opt-out instructions.

Required Disclosure Elements: All opt-in processes must include comprehensive disclosure information presented clearly before consent is obtained. Required disclosures include clear identification of the business or organization sending messages, description of the types of messages that will be sent (promotional, transactional, informational), estimated frequency of messages (e.g., "up to 5 messages per week"), statement that message and data rates may apply, clear opt-out instructions (typically "Reply STOP to unsubscribe"), and link to or reference to the complete privacy policy and terms of service.

Documentation and Record Keeping: We maintain comprehensive records of all opt-in activities, including timestamped consent records, IP addresses and device information for digital opt-ins, copies of consent forms and disclosure language used, and detailed logs of all consent-related communications. These records are maintained for a minimum of four years and are available for regulatory compliance audits or legal proceedings as required.

Consent Verification and Confirmation: For certain high-risk or high-volume campaigns, we may implement double opt-in procedures where customers must confirm their subscription through a follow-up message or email. This additional verification step helps ensure the validity of consent and reduces the risk of unauthorized subscriptions or compliance violations.

Ongoing Consent Management: Consent is not a one-time requirement but an ongoing obligation that must be maintained throughout the customer relationship. We provide tools and processes to help businesses manage consent over time, including regular consent reconfirmation campaigns, automated consent expiration and renewal processes, and comprehensive opt-out and preference management systems.

7. Opt-Out and Unsubscribe Procedures

EST Enterprises Inc. provides robust opt-out and unsubscribe mechanisms that comply with all TCPA requirements and industry standards. Our opt-out procedures are designed to be simple, immediate, and effective, ensuring that consumers can easily stop receiving unwanted communications.

Standard Opt-Out Keywords: All SMS messages include clear opt-out instructions, typically "Reply STOP to unsubscribe" or similar language. Our system automatically recognizes and processes standard opt-out keywords including STOP, QUIT, CANCEL, UNSUBSCRIBE, and END. When a recipient sends any of these keywords, they are immediately removed from all future communications, and an automatic confirmation message is sent acknowledging their opt-out request.

Immediate Processing Requirement: All opt-out requests are processed immediately upon receipt, typically within seconds of the request being received. Once processed, the recipient's phone number is added to our internal suppression list, and no further messages will be sent to that number unless the recipient explicitly opts back in through a compliant opt-in process. This immediate processing requirement is strictly enforced to ensure compliance with TCPA regulations.

Opt-Out Confirmation Messages: When a recipient successfully opts out, they receive an automatic confirmation message acknowledging their request and confirming that they will no longer receive messages. This confirmation message is exempt from opt-out requirements as it serves a necessary administrative function. The confirmation message also includes information about how to opt back in if desired and contact information for customer service inquiries.

Global Opt-Out Application: When a recipient opts out from one SMS campaign or message type, they are automatically opted out from all SMS communications from the same business or organization, unless they have provided separate, specific consent for different types of messages (such as transactional notifications). This global application helps prevent confusion and ensures comprehensive protection of consumer preferences.

Opt-Out Monitoring and Reporting: We continuously monitor opt-out rates across all campaigns and provide detailed reporting to help businesses understand customer preferences and campaign performance. High opt-out rates may indicate compliance issues, content problems, or frequency concerns that need to be addressed. We provide recommendations and support to help businesses optimize their messaging strategies while maintaining compliance.

Alternative Opt-Out Methods: In addition to SMS-based opt-out procedures, we provide alternative methods for customers to unsubscribe, including web-based unsubscribe forms accessible through links in messages, customer service phone lines for verbal opt-out requests, and email-based unsubscribe options where appropriate. All alternative opt-out methods are processed with the same immediacy and effectiveness as SMS-based requests.

8. Data Collection and Privacy

EST Enterprises Inc. is committed to protecting the privacy and security of all personal information collected through our services. Our data handling practices are designed to comply

with applicable privacy laws and regulations while providing transparency about how information is collected, used, and protected.

Types of Data Collected: We collect various types of information necessary to provide our services effectively, including contact information such as phone numbers, names, and email addresses provided during opt-in processes, account information including business details, billing information, and service preferences, usage data such as message delivery status, engagement metrics, and campaign performance data, and technical information including IP addresses, device information, and system logs necessary for service operation and security.

Data Collection Methods: Information is collected through multiple channels and methods, including direct submission through opt-in forms, website registrations, and account setup processes, automatic collection through our platforms and systems during service use, integration with third-party platforms such as Lead Connector and other customer relationship management systems, and customer service interactions including support requests and account management communications.

Purpose and Use of Data: All collected data is used solely for legitimate business purposes related to providing our services, including delivering SMS messages and other communications as requested, managing customer accounts and billing processes, improving service quality and developing new features, ensuring compliance with applicable laws and regulations, and providing customer support and technical assistance. We do not sell, rent, or otherwise monetize personal data for purposes unrelated to our core services.

Data Sharing and Third-Party Access: We may share personal information with trusted third-party service providers who assist in delivering our services, including SMS gateway providers and telecommunications carriers for message delivery, payment processors for billing and financial transactions, cloud service providers for data storage and system hosting, and compliance and legal service providers for regulatory and legal support. All third-party providers are contractually obligated to protect personal information and use it only for authorized purposes.

Data Security Measures: We implement comprehensive security measures to protect personal information from unauthorized access, use, disclosure, or destruction, including encryption of data in transit and at rest using industry-standard protocols, access controls and authentication systems to limit data access to authorized personnel only, regular security audits and vulnerability assessments, and incident response procedures for addressing potential security breaches or data incidents.

Data Retention and Deletion: We retain personal information only as long as necessary to provide our services and comply with legal obligations. SMS opt-in records and related consent documentation are maintained for a minimum of four years to support compliance audits and legal requirements. Other personal information is retained according to our data retention policy,

which balances business needs with privacy protection principles. Customers may request deletion of their personal information subject to legal and regulatory requirements.

9. Prohibited Uses and Content

EST Enterprises Inc. maintains strict policies regarding acceptable use of our services to ensure compliance with all applicable laws, regulations, and industry standards. The following uses and content types are strictly prohibited and may result in immediate service suspension or termination.

Prohibited Content Categories: Users are prohibited from sending messages containing content related to alcohol, tobacco, firearms, gambling, or other adult content as defined by industry guidelines and carrier policies. Additionally, prohibited content includes illegal substances or activities, fraudulent or deceptive offers, hate speech or discriminatory content, threats, harassment, or intimidating communications, sexually explicit or inappropriate material, and content that infringes on intellectual property rights or violates third-party rights.

Spam and Unsolicited Communications: All forms of spam and unsolicited communications are strictly prohibited. This includes sending messages to recipients who have not provided express written consent, purchasing or using third-party contact lists without proper consent verification, sending messages after recipients have opted out or requested to stop receiving communications, and engaging in any form of bulk messaging to non-consenting recipients. Users must maintain proper opt-in records and consent documentation for all message recipients.

Filtering Evasion and Deceptive Practices: Users are prohibited from engaging in any practices designed to evade spam filters or compliance detection mechanisms. This includes intentionally misspelling words to avoid content filtering, using non-standard opt-out phrases or instructions, employing "snowshoeing" techniques by spreading similar messages across multiple phone numbers, and using misleading sender identification or false business information. All communications must be transparent, honest, and clearly identify the sending organization.

Fraudulent and Illegal Activities: Our services may not be used for any fraudulent, illegal, or deceptive activities, including but not limited to phishing schemes or attempts to steal personal information, pyramid schemes, multi-level marketing scams, or other fraudulent business practices, identity theft or impersonation of other individuals or organizations, money laundering or other financial crimes, and any activities that violate federal, state, or local laws or regulations.

Technical Abuse and System Interference: Users are prohibited from engaging in any activities that interfere with or disrupt our services or systems, including attempting to gain unauthorized access to our systems or customer accounts, transmitting viruses, malware, or

other harmful code, overloading our systems with excessive message volumes or requests, and reverse engineering or attempting to circumvent our security measures or compliance systems.

Violation Consequences and Enforcement: Violations of these prohibited use policies may result in immediate consequences including temporary or permanent suspension of services, termination of user accounts and agreements, reporting to relevant authorities or regulatory agencies, and legal action to recover damages or seek injunctive relief. We reserve the right to investigate suspected violations and take appropriate action to protect our services, customers, and the integrity of the telecommunications system.

10. Lead Connector Integration

EST Enterprises Inc. provides seamless integration with Lead Connector platforms to enhance customer relationship management and ensure optimal compliance with A2P 10DLC requirements. Our integration is designed to leverage Lead Connector's robust infrastructure while maintaining the highest standards of regulatory compliance and service quality.

Platform Integration Features: Our Lead Connector integration provides comprehensive functionality including automated A2P 10DLC registration and campaign management through Lead Connector's Trust Center, real-time message delivery and status reporting, synchronized contact management and opt-in/opt-out processing, and comprehensive analytics and performance monitoring. This integration ensures that all SMS communications benefit from Lead Connector's carrier relationships and compliance infrastructure while maintaining our commitment to regulatory adherence.

Trust Center Registration Process: All customers using our Lead Connector integration must complete the A2P 10DLC registration process through Lead Connector's Trust Center platform. This process includes brand registration with required business documentation and Tax ID verification, campaign registration with specific use case approval and content guidelines, and ongoing compliance monitoring and trust score management. We provide comprehensive support throughout this registration process and maintain ongoing communication with Lead Connector to ensure optimal approval rates and delivery performance.

Compliance Monitoring and Management: Our Lead Connector integration includes automated compliance monitoring features that help ensure ongoing adherence to A2P 10DLC requirements and Lead Connector policies. This includes real-time content screening for prohibited materials and compliance violations, automated opt-out processing and suppression list management, monitoring of error rates, spam complaints, and delivery performance metrics, and regular compliance reporting and optimization recommendations.

Service Level Agreements and Performance Standards: Our Lead Connector integration is subject to specific service level agreements and performance standards that ensure reliable message delivery and compliance support. These standards include minimum delivery rates

and maximum delivery timeframes for different message types, response time requirements for customer support and technical assistance, uptime guarantees for our integration platform and related services, and compliance with Lead Connector's operational requirements and best practices.

Data Synchronization and Security: Our integration maintains secure, real-time synchronization of customer data, opt-in records, and compliance information between our systems and Lead Connector's platform. This synchronization ensures consistency across all platforms while maintaining the highest standards of data security and privacy protection. All data transfers are encrypted and monitored to prevent unauthorized access or data breaches.

Support and Technical Assistance: We provide comprehensive support for all aspects of our Lead Connector integration, including initial setup and configuration assistance, ongoing technical support and troubleshooting, compliance guidance and best practices training, and regular platform updates and feature enhancements. Our support team works closely with Lead Connector's technical staff to ensure optimal performance and rapid resolution of any issues that may arise.

11. Fees and Billing

EST Enterprises Inc. provides transparent, competitive pricing for all services with clear billing terms and conditions. Our fee structure is designed to accommodate businesses of all sizes while ensuring sustainable service delivery and ongoing compliance support.

Service Fees and Pricing Structure: Our pricing includes monthly service fees for platform access and basic features, per-message charges for SMS delivery based on volume and message type, A2P 10DLC registration fees as required by The Campaign Registry and carriers, and additional fees for premium features, custom integrations, or enhanced support services. All fees are clearly disclosed during the signup process and are subject to our published rate schedules.

Billing Cycles and Payment Terms: Services are typically billed on a monthly basis with payment due within 30 days of invoice date. We accept various payment methods including credit cards, ACH transfers, and wire transfers for larger accounts. Automatic billing and payment processing is available for customer convenience and to ensure uninterrupted service delivery.

Usage Monitoring and Overage Charges: We provide real-time usage monitoring and reporting to help customers track their message volumes and associated costs. Overage charges may apply if usage exceeds contracted limits or plan allowances. We provide advance notification of approaching usage limits and offer plan upgrade options to accommodate growing business needs.

Refund and Cancellation Policies: Monthly service fees are generally non-refundable once services have been provided. However, we may provide prorated refunds in cases of service termination due to our failure to meet service level agreements or other circumstances beyond customer control. Customers may cancel services with appropriate notice as specified in their service agreements.

Tax and Regulatory Fees: Customers are responsible for all applicable taxes, regulatory fees, and government charges related to their use of our services. This may include state and local sales taxes, federal excise taxes, and regulatory fees imposed by telecommunications authorities. We will clearly identify any such charges on customer invoices.

Dispute Resolution and Billing Support: We provide comprehensive billing support and dispute resolution services to address any questions or concerns about charges or service delivery. Our billing support team is available during regular business hours to assist with account inquiries, payment processing issues, and billing disputes.

12. Intellectual Property Rights

EST Enterprises Inc. respects intellectual property rights and expects all users to do the same. Our services and all related materials are protected by applicable intellectual property laws, and users must comply with all such laws when using our services.

Company Intellectual Property: All content, software, technology, and materials provided through our services, including but not limited to text, graphics, logos, images, software code, and user interfaces, are owned by EST Enterprises Inc. or our licensors and are protected by copyright, trademark, and other intellectual property laws. Users are granted a limited, non-exclusive, non-transferable license to use our services in accordance with these Terms.

User Content and Licensing: Users retain ownership of content they create and transmit through our services, including SMS messages, customer data, and marketing materials. However, by using our services, users grant EST Enterprises Inc. a limited license to process, transmit, and store such content as necessary to provide our services. This license includes the right to use technical measures to ensure compliance with applicable laws and regulations.

Third-Party Intellectual Property: Users are responsible for ensuring that all content transmitted through our services does not infringe on the intellectual property rights of third parties. This includes obtaining proper licenses or permissions for copyrighted materials, trademarks, or other protected content. Users agree to indemnify EST Enterprises Inc. against any claims of intellectual property infringement arising from their use of our services.

DMCA Compliance: We comply with the Digital Millennium Copyright Act (DMCA) and will respond to valid takedown notices for allegedly infringing content. Users who believe their intellectual property rights have been violated may submit a DMCA notice to our designated

agent. We reserve the right to terminate accounts of users who repeatedly infringe on intellectual property rights.

13. Disclaimers and Limitations of Liability

EST Enterprises Inc. provides services on an "as is" and "as available" basis, and we make no warranties or representations regarding the reliability, availability, or performance of our services beyond those expressly stated in these Terms.

Service Availability Disclaimers: While we strive to maintain high service availability and reliability, we cannot guarantee that our services will be available at all times or free from interruptions. Service availability may be affected by factors beyond our control, including telecommunications network issues, carrier maintenance, regulatory changes, and force majeure events.

Message Delivery Disclaimers: We cannot guarantee that all SMS messages will be delivered successfully or within specific timeframes. Message delivery may be affected by carrier filtering, recipient device limitations, network congestion, and compliance screening processes. We provide delivery reporting and status information where available but cannot be held liable for failed or delayed message delivery.

Limitation of Liability: To the maximum extent permitted by law, EST Enterprises Inc. shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or business opportunities, arising from or related to the use of our services. Our total liability for any claims arising from or related to our services shall not exceed the amount paid by the user for services during the 12 months preceding the claim.

Regulatory Compliance Disclaimers: While we provide tools and guidance to help users comply with applicable laws and regulations, users are ultimately responsible for ensuring their own compliance. We cannot guarantee that use of our services will ensure compliance with all applicable laws, and users should consult with legal counsel regarding their specific compliance obligations.

14. Indemnification

Users agree to indemnify, defend, and hold harmless EST Enterprises Inc., its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

User Content and Conduct: Any content transmitted through our services by users, including claims of defamation, privacy violation, or intellectual property infringement, and any violation of these Terms or applicable laws by users or their authorized representatives.

Compliance Violations: Any failure by users to comply with applicable laws, regulations, or industry standards, including TCPA violations, privacy law violations, or other regulatory non-compliance issues.

Third-Party Claims: Any claims by third parties arising from users' business activities, customer relationships, or use of our services, including claims related to unauthorized messaging, privacy violations, or business disputes.

This indemnification obligation shall survive termination of these Terms and shall apply regardless of whether EST Enterprises Inc. had knowledge of the potential for such claims.

15. Termination

Either party may terminate these Terms and discontinue services under the circumstances and procedures outlined below.

Termination by User: Users may terminate their use of our services at any time by providing written notice and following our account closure procedures. Users remain responsible for all charges incurred prior to termination and must comply with any applicable notice periods specified in their service agreements.

Termination by Company: We may terminate or suspend services immediately without notice if users violate these Terms, engage in prohibited activities, fail to pay required fees, or if we determine that continued service provision would violate applicable laws or regulations. We may also terminate services with reasonable notice for business reasons, including discontinuation of service offerings or changes to our business model.

Effect of Termination: Upon termination, users' access to our services will be discontinued, and we may delete user data and content in accordance with our data retention policies. Users remain responsible for all obligations incurred prior to termination, including payment of outstanding fees and compliance with ongoing legal obligations.

Survival of Terms: Certain provisions of these Terms shall survive termination, including intellectual property rights, indemnification obligations, limitation of liability, and any other provisions that by their nature should survive termination.

16. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of [State], without regard to conflict of law principles. Any disputes arising from or related to these Terms or the use of our services shall be resolved through the following procedures:

Informal Resolution: Before initiating formal legal proceedings, parties agree to attempt to resolve disputes through good faith negotiations. Users should contact our customer service team to discuss any concerns or disputes, and we will work diligently to reach a mutually acceptable resolution.

Binding Arbitration: If informal resolution is unsuccessful, disputes shall be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in [City, State], and the arbitrator's decision shall be final and binding on all parties.

Class Action Waiver: Users agree to resolve disputes on an individual basis and waive any right to participate in class action lawsuits or other collective legal proceedings against EST Enterprises Inc..

17. Changes to Terms

EST Enterprises Inc. reserves the right to modify these Terms at any time to reflect changes in our services, applicable laws, or business practices. We will provide notice of material changes through our website, email notifications, or other appropriate means.

Notice of Changes: We will provide at least 30 days' notice of material changes to these Terms, except in cases where immediate changes are necessary to comply with legal requirements or address security concerns.

Acceptance of Changes: Continued use of our services following notice of changes constitutes acceptance of the modified Terms. Users who do not agree to modified Terms may terminate their use of our services in accordance with the termination provisions outlined above.

Version Control: We maintain version control of these Terms and will make previous versions available upon request for reference purposes.

18. Contact Information

For questions, concerns, or support related to these Terms or our services, please contact EST Enterprises Inc. through the following channels:

Customer Support:

- Email: info@estentinc.com
- Phone: 623-742-6923
- Business Hours: Monday through Thursday, 8:00 AM to 2:00 PM Arizona

Legal and Compliance Inquiries:

- Email: info@estentinc.com
- Mailing Address: 43220 N 202nd St. New River, AZ 85087

Billing and Account Management:

- Email: info@estentinc.com
- Phone: 623-742-6923

Emergency Support:

- For urgent technical issues affecting service delivery, emergency support is available 24/7 through our online support portal or emergency contact number.

We are committed to providing responsive, professional support for all customer inquiries and will work diligently to address any questions or concerns about our services or these Terms.

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This document constitutes the complete Terms of Service for EST Enterprises Inc. and supersedes all previous agreements, understandings, or representations regarding the use of our services. These Terms may only be modified in writing by authorized representatives of EST Enterprises Inc..