

TERMS AND CONDITIONS

PLEASE NOTE THAT SECTION 14 OF THESE TERMS OF USE CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER PROVISION. IT AFFECTS HOW ANY DISPUTES BETWEEN YOU AND NICHE AND LEADS WOULD BE RESOLVED. 1.

GENERAL

The Website Terms and Conditions ("Terms") contained herein on this webpage, describe the Terms under which Niche and Leads ("Niche and Leads", "We", "Us", "Our") provides access to an individual or entity ("You", "Your", "We", "Yourself") who access and uses this website whether as a guest or a registered user, including all pages within this website (Collectively referred to as "Website").

These Terms govern Your use of this Website and by using this Website, You accept these Terms in full. If You disagree with these Terms or any part of these Terms, do not use this Website. This Website is not to be used by minors (Defined as those who have not attained the age of eighteen (18) years, or lesser as defined under applicable law).

You and Us will be individually referred to as "Party" and collectively as "Parties".

2. PRIVACY:

Any personal data shared by You with Us in connection with Your use of this Website is governed by Our privacy policy available here. We may collect the personal data either directly from You or through Your use of the Website.

3. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, Intellectual Property Rights in or related to the Website and the contents on the Website shall belong to Niche and Leads and/or its licensors. "Intellectual Property Rights" shall mean all intellectual property rights and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world including all extensions and renewals of such rights, whether or not such rights are registered or capable of registration, including, without limitation, copyrights, trademarks, trade names, service marks, service names, patents, designs and all other proprietary rights of whatsoever description whether or not protected and whether or not capable of protection. All rights not expressly provided to You herein are reserved.

You may view, download for caching purposes only, and print pages from the Website for Your

own personal use, subject to the restrictions set out below and elsewhere in these Terms.

You shall not (i) republish material from this Website (including republication on another Website); (ii) sell, rent, or sub-license material from the Website; (iii) show any material from the Website in public; (iv) reproduce, duplicate, copy, or otherwise exploit material on this Website for a commercial purpose; (v) edit or otherwise modify any material on the Website; or (vi) redistribute material from this Website except for content specifically and expressly made available for redistribution.

4. ACCEPTABLE USE

You shall not:

use this Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

use this Website to copy, store, host, transmit, send, use, publish, or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.

conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or in relation to this Website without Our express written consent.

use this Website to transmit or send unsolicited commercial communications. use this Website for any purposes related to marketing without Our express written consent. cut, copy, recreate, reverse engineer, or create derivative works from, transfer, or sell Content. disrupt or interfere with the security of, or otherwise cause harm to, the Website or any affiliated or linked applications;

violate any applicable laws or regulations for the time being in force;

license, sublicense, sell, rent, assign, distribute, timeshare transfer, lease, loan, resell, distribute or otherwise commercially exploit, grant rights in, or make the Website available to any third party;

use the Website to transmit infringing, libelous, obscene, threatening, malicious code, or otherwise unlawful, unsafe, abusive, or tortious material, or to store or transmit material in violation of third-party privacy rights.

Certain areas of the Website are restricted from access by You. We may at Our sole discretion restrict further access to the Website at any time. Any user id and password You may have for this Website are confidential and You must maintain confidentiality of such information.

5. YOUR CONTENT

In these Terms, "User Content" shall mean material (including without limitation text, images, audio material, video material, and audio-visual material) that You submit to this Website, for any reason.

You grant Us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute the User Content in any existing or future media. You also grant to Us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

User content must not be illegal or unlawful and must not infringe any third party's Intellectual Property Rights, and shall not give rise to legal action whether against You or Us. You represent and warrant that You have all the necessary authorization and approval to share such User Content with Us.

You shall not submit any User Content to the Website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. We reserve the right to edit or remove any material submitted to this Website by You.

Notwithstanding anything contained above, We shall not be responsible or liable for monitoring the User Content submitted by You on the Website.

6. THIRD-PARTY LINKS:

The Website may contain links to third-party websites or services. These linked websites are solely provided for Your convenience and We do not in any manner endorse such third-party websites. You agree and acknowledge that Your use of such third-party websites is at Your sole discretion. We do not undertake any responsibility for the availability or actions of such third-party websites, which are subject to the third party's terms and conditions and privacy policy.

7. COMPLIANCE WITH THE LAW

You shall use this Website strictly in accordance with these Terms and the applicable laws. You agree not to use this Website in any manner that negatively impacts Our goodwill or reputation. You shall not undertake any actions or omissions that might cause Us to be in breach of any

applicable laws. In addition to this, You are solely responsible for compliance with the laws of Your local jurisdiction and any other laws applicable to You in Your use of the Website. 8.

DISCLAIMER

This Website is provided on an "as is" without any representations or warranties, express or implied. We make no representations or warranties in relation to this Website or the information and materials provided on this Website.

Without prejudice to the generality of the foregoing paragraph, We do not warrant that: this Website will be constantly available, or available at all; or that the information on this Website is complete, true, accurate, or non-misleading.

9. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST SALES, LOST GOODWILL, LOSS OF USE OR LOST CONTENT, IMPACT ON BUSINESS, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, BREACH OF STATUTORY DUTY, NEGLIGENCE OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF NICHE AND LEADS TOGETHER WITH ITS AFFILIATES UNDER ANY CIRCUMSTANCE IN CONNECTION TO THESE TERMS IS LIMITED TO USD 100.

10. INDEMNIFICATION

You shall indemnify, defend and hold Us harmless from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs, and expenses, including attorneys' fees and expenses) or any other loss that may occur, arising from or relating to Your User Content, Your use of the Website and any other violation of these Terms by You.

11. MODIFICATION

We shall at Our sole discretion amend these Terms from time to time, in which case the new

Terms will supersede prior versions.

12. ASSIGNMENT

You shall not assign any of the rights, interests, and obligations under these Terms without the written consent of Us. We may assign this Agreement including any rights, interests, and obligations under these to any third party without obtaining Your prior written consent. 13.

GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of the State of Nevada. You hereby expressly agree to submit to the exclusive personal jurisdiction of the courts in Nevada 14.

DISPUTES

You agree that any dispute or claim arising out of Your use of the Website or any products or services sold on the Website, including any dispute or claim as to the application, enforceability, scope, or interpretation of this agreement to arbitrate, will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms of Use. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief, or statutory damages), and must follow these Terms of Use.

Arbitration shall be administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), pursuant to the most current JAMS Streamlined Arbitration Rules & Procedures, and conducted by a single, neutral arbitrator. Arbitration will take place by phone or videoconference unless an in-person hearing is requested by either party. In that case, the hearing will take place in Clarke County, Nevada. To the extent this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply.

Disputes may also be referred to another arbitration organization if you and Niche and Leads agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act.

You and Niche and Leads each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, group, or representative action. If for any reason a claim proceeds in court rather than in arbitration, You and Niche and

Leads each waive any right to a jury trial. You and Niche and Leads also each agree that notwithstanding this agreement to only arbitrate disputes as stated above, You or Niche and Leads may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

If this arbitration provision is found to be null and void, then all disputes arising under the Terms of Use between Niche and Leads and You will be subject to the jurisdiction of the state and federal courts located in Nevada, and You and Niche and Leads hereby submit to the personal jurisdiction and venue of these courts. You and Niche and Leads agree that if for any reason a dispute proceeds in court rather than arbitration: (1) You and Niche and Leads waive any right to a jury trial; (2) the dispute will proceed solely on an individual, non-class, non-representative basis; and (3) neither You nor Niche and Leads may be a class representative or class member or otherwise participate in any class, representative, consolidated, or private attorney general proceeding.

This agreement to arbitrate will not preclude You or Niche and Leads from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude You or Niche and Leads from (i) applying to the appropriate court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, or (ii) seeking relief in any state or federal court for disputes related to a violation or possible violation of Niche and Leads's intellectual property rights.

Thirty-Day Right to Opt Out: You have the right to opt out and not be bound by the arbitration and class-action-waiver provisions set forth in this section by sending written notice of your decision to opt out to the following address: 344 Perry Ellis Dr. Henderson NV 89014. The notice must be sent within 30 days of your first use of the Website; otherwise, you shall be bound to arbitrate disputes according to these Terms of Use. If you opt out of these arbitration provisions, Niche and Leads also will not be bound by them. In addition, if you elect to opt out of these arbitration provisions, Niche and Leads may restrict your use of the Website or the services made available via the Website.

15. PROTECTION OF YOUR CLIENT RELATIONSHIPS AND NON-SOLICITATION

15.1. No Intentional Contact. Niche & Leads and its affiliated platform partners shall not intentionally contact, solicit, or otherwise engage with any client or prospective client of yours

during your engagement with our services without your prior express written consent.

15.2. Accidental Contact. In the event that unintentional contact occurs, the party responsible shall immediately cease further communication upon discovery and take all reasonable steps to prevent any recurrence.

15.3. No Licensing Agreement for Client Contact. There is no licensing agreement included in the signup process, or otherwise, that grants Niche & Leads or its partners the right to establish direct relationships with your clients. All client relationships remain solely under your control and responsibility.

15.4. Breach and Remedies. Any intentional violation of this section shall be deemed a material breach of these Terms, entitling you to pursue all available legal and equitable remedies, including injunctive relief.