

# Terms of Service

Effective Date: March 12, 2026

These Terms of Service ("Terms") apply to your access to and use of: (i) the website located at [www.apexrentalpro.com](http://www.apexrentalpro.com) and all associated web pages (the "Site"); and (ii) the Apex Rental Pro cloud-based software platform, including all features, tools, and services accessible through it (collectively with the Site, the "Services"), provided by Apex Rental Pro, LLC ("Company", "we", "our", or "us").

By registering for, signing in, or otherwise using our Services, you agree to these Terms and any other terms referenced herein, including the payment and subscription renewal provisions in Section 9 and the mandatory arbitration provision and class action waiver in Section 17.

BY AGREEING TO THESE TERMS, EXCEPT FOR (I) CERTAIN TYPES OF DISPUTES DESCRIBED IN

SECTION 17, (II) WHERE YOU EXERCISE YOUR RIGHT TO OPT OUT OF ARBITRATION AS DESCRIBED

IN SECTION 17, OR (III) TO THE EXTENT PROHIBITED BY LAW, DISPUTES BETWEEN YOU AND THE

COMPANY WILL BE RESOLVED SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION,

CLASS ACTION, ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR BY JURY TRIAL.

If you do not agree to these Terms, do not use our Services.

We may supply different or additional terms in relation to some of our Services, including different subscription tiers, and those different or additional terms become part of your agreement with us if you use those Services. If there is a conflict between these Terms and the additional or different terms, the additional or different terms will control for that conflict.

## 1. Who We Are

The Services are provided by Apex Rental Pro, LLC ("Apex Rental Pro", "Company", "we", "us", or "our").

"You" and "your" mean the individual accessing or using the Services and, if applicable, the corporation, partnership, or other entity on whose behalf that individual is acting (an "Organization"). If you access or use

the Services on behalf of an Organization, you represent and warrant that you have the legal authority to bind

that Organization to these Terms, and references to "you" and "your" will refer to both the individual and the Organization.

## 2. Privacy

You may provide certain information to Company in connection with your access to or use of our Services, or we

may otherwise collect certain information about you when you access or use our Services. You agree

to receive emails, text messages, and other types of communication from Company via the Services using the email address or other contact phone number you provide in connection with the Services. You represent and warrant that any information that you provide to Company in connection with the Services is accurate.

For information about how we collect, use, share, or otherwise process information about you, please see our Privacy Policy , which is incorporated into these Terms by reference.

If you complete our onboarding flow to obtain workspace credentials, your acceptance of these Terms and the Privacy Policy during that flow constitutes your agreement to the internal analytics and usage-reporting practices described in the Privacy Policy for the Apex Rental Pro software.

### **3. Eligibility & Use Restrictions**

#### **a. Age**

You must be at least 18 years of age (or the age of legal majority where you live) to use our Services. Users under 18 years of age (or the age of legal majority) may not use the Services. If you are a parent or legal guardian and you believe that a minor is using our Services without your consent, please contact us at [support@apexrentalpro.com](mailto:support@apexrentalpro.com) .

#### **b. Jurisdiction**

The Services are intended for use in the United States and Canada. We make no representations that the Services are appropriate or available for use in other locations. If you access or use the Services from outside the United States or Canada, you do so at your own risk and are responsible for compliance with applicable local laws.

#### **c. Business Use**

The Services are designed for use by rental businesses and their authorized staff. You may only use the Services for lawful business purposes in connection with managing your rental operations. You may not share, resell, or sublicense the Services to third parties except as expressly permitted by a separate written agreement with us.

### **4. Accounts & Security**

We may require you to create an account to access some or all of our Services ("Account"). You must maintain the security of your Account and may not share or permit others to use your Account credentials.

- Strong passwords. You must use a strong password for your Account that is unique to our Services and not used by you on any other website or online service.

- Accurate information. You must provide accurate Account information and promptly update this information if it changes.
- Access control. Limit Account access to authorized users only. You are responsible for all activities that occur under your Account, including actions taken by employees or other authorized users you add to your workspace.
- Incident reporting. You must promptly notify us at support@apexrentalpro.com if you discover or suspect that someone has accessed your Account without your permission.
- Username reclamation. We reserve the right to reclaim usernames or workspace identifiers, including on behalf of businesses or individuals that hold legal claim (including trademark rights) in those names.

## 5. Customer Data & Permissions

### a. Your Customer Data

Our Services allow you and your authorized users to create, upload, store, and manage content and data, including event details, customer contact information, inventory records, pricing data, contracts, quotes, invoices, layout designs, employee time records, notes, and other materials (collectively, "Customer Data").

Except for the license you grant below, as between you and Company, you retain all rights in and to your Customer Data.

### b. License to Use Your Customer Data

You grant us a limited, non-exclusive, worldwide, royalty-free license to host, process, store, transmit, display, and use your Customer Data solely as necessary to (i) provide, maintain, and improve the Services, (ii) perform our obligations under these Terms, (iii) generate anonymized, aggregated analytics that do not identify you or your customers, and (iv) comply with applicable law. This license continues until your Customer Data has been fully deleted from our systems.

### c. Customer Responsibilities

- Authority and consent. You represent that you have the rights and permissions needed to provide Customer Data to us, including any end-customer contact details, addresses, event notes, photos, and contract information. You represent and warrant that your Customer Data, and our processing of such data as permitted by these Terms, will not violate any rights of any person or entity.
- Legal compliance. You are responsible for complying with all laws and regulations applicable to your business (including privacy, communications, and electronic signature laws) when using the Services.
- Backups. While we take reasonable measures to protect data, you are responsible for maintaining appropriate backups of critical business records.

### d. Deleting Your Customer Data

You may delete your Customer Data through the Services at any time. Account deletion will not automatically

delete all Customer Data. To request deletion of Customer Data after Account closure, please contact support@apexrentalpro.com . It may take up to 90 days to fully delete Customer Data after we begin the deletion process or receive a deletion request. The license granted in Section 5(b) will continue until your Customer Data has been fully deleted.

## 6. Content Restrictions

You may not create, upload, store, or share any Customer Data that, as determined by us in our sole discretion:

- is unlawful, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or fraudulent;
- would constitute, encourage, or provide instructions for a criminal offense, or violate the rights of any party;
- infringes any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with any person or entity;
- contains any unsolicited promotions, spam, or chain letters;
- contains any viruses, corrupted data, or other harmful, disruptive, or destructive files or content; or
- is objectionable or may expose Company or others to harm or liability of any type.

Enforcement of this Section is solely at Company's discretion, and failure to enforce in some instances does

not constitute a waiver of our right to enforce it in other instances. We do not undertake to review all Customer Data and expressly disclaim any duty or obligation to monitor it. However, we may delete or remove

Customer Data, refuse to accept any Customer Data, or terminate or suspend your access to all or part of the

Services at any time and for any reason, with or without notice.

## 7. Right to Use Services

Subject to your continuing compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Services solely for your internal business operations. Any use of the Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the rights granted herein.

We reserve the right to retroactively approve, disapprove, disable, block, and remove any unapproved integrations or interactions with the Services. We may also apply technical or usage limitations on the Services, which may vary depending on the subscription tier you have selected. You are responsible for obtaining and maintaining any software, hardware, equipment, network connectivity, and telecommunications

services necessary to access and use the Services.

## 8. Prohibited Conduct

You will not use our Services if you are not eligible to do so in accordance with Section 3 and will not use our Services other than for their intended purpose. You will not violate any applicable law, contract, intellectual property right, or other third-party right, and you are solely responsible for your conduct while using any of our Services. In addition, you will not:

- use the Services for any unlawful, harmful, abusive, or deceptive purpose, or promote or encourage any other person to do so;
- exceed or circumvent any access or usage limitations associated with the Services, or sell, resell, or provide the Services as a service bureau without a separate written agreement;
- use or attempt to use another user's Account;
- impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity;
- copy, reproduce, distribute, publicly perform, or publicly display all or portions of our Services, except as expressly permitted in writing by us;
- modify, remove any proprietary rights notices or markings, or otherwise make any derivative works of the Services;
- use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services;
- reverse engineer, decompile, or attempt to extract source code from the Services, except where prohibited by applicable law;
- use any data mining, robots, scrapers, or similar data gathering or extraction methods designed to scrape or extract data from or through our Services;
- develop or use any applications that interact or integrate with our Services without our prior written consent;
- use the Services to send unsolicited commercial messages, spam, chain letters, or pyramid schemes;
- use the Services to engage in unauthorized access to or use of data, systems, or networks, or to probe, scan, or test the vulnerability of any system or network without express authorization;
- use the Services to forge any packet header or any part of the header information in an email or other communication; or
- bypass or ignore instructions contained in our robots.txt file.

Enforcement of this Section is solely at our discretion, and failure to enforce in some instances does not constitute a waiver of our right to enforce it in other instances. Without limiting any of our rights or remedies, we reserve the right to retain any and all fees collected from you if we terminate, deactivate, or cancel your Account or your access to the Services due to your breach of these Terms.

## 9. Fees, Payments & Subscriptions

### a. Subscription Tiers

Our Services include both paid Services ("Paid Services") and, where offered, free-tier Services ("Free Services").

Paid Services are available under recurring subscription plans ("Subscription Services"), currently

offered as

Starter and Pro tiers. Subscription Services may subject you to recurring fees and/or terms. By signing up for a Subscription Service, including after any free trial period, you agree to pay us the subscription fee and any applicable taxes, charges, fees, levies, or other assessments imposed by any domestic or foreign taxing authority ("Taxes") (collectively, "Subscription Fees"). Unless otherwise stated, all fees are exclusive of Taxes. You are responsible for determining any and all Taxes required to be assessed, incurred, collected, paid, or withheld for your use of the Services.

### **b. Automatic Renewal**

### **c. Cancellation**

IF YOU DO NOT WANT YOUR SUBSCRIPTION SERVICE TO AUTOMATICALLY RENEW, YOU CAN CANCEL YOUR SUBSCRIPTION AT ANY TIME BY VISITING YOUR ACCOUNT SETTINGS OR BY CONTACTING OUR SUPPORT TEAM

AT [SUPPORT@APEXRENTALPRO.COM](mailto:SUPPORT@APEXRENTALPRO.COM) . You may cancel a Subscription Service at any time, but if you cancel before the end of the current subscription period, we will not refund any Subscription Fees already paid to us, except as set forth in Section 9(d).

### **d. Price Changes**

We may change the Subscription Fees at any time, and we will provide you with advance notice of any changes

to fees for any Subscription Services you currently use. Any such change will not apply to you until such time

as your current subscription period expires or is renewed (whichever is earlier). If you do not agree to the

price changes, you must cancel your Subscription Services before the changes take effect. If you do not cancel,

your Subscription Services will automatically renew at the then-current price and for the same duration as the

initial subscription term. You may cancel your subscription for a prorated refund within 14 days of being charged

the increased price for the first time.

### **e. Third-Party Payment Processors**

All financial transactions for the Paid Services are processed through one or more third-party payment processors

we may engage from time to time (for example, Stripe). All such transactions are governed by the payment

processor's respective terms of use and privacy policies, which we do not control. We do not process or retain

your credit card, debit card, or other payment information directly. All billing information you provide to our

third-party payment processor must be truthful and accurate, and you represent that you are authorized to use the

payment method in the manner contemplated here. You expressly authorize us (via our third-party

payment processors)  
to charge the payment method you provide for any Paid Services you use.

#### **f. Billing Date & Failed Payments**

The billing date will depend on the type of Subscription Service you choose (monthly or annual) and will be indicated in your Account settings. In certain circumstances, your billing date may change (for example, if we are unable to successfully charge your payment method on a given day). If we cannot charge your payment method for any reason (such as expiration or insufficient funds) and you have not cancelled the Subscription Service, you remain responsible for any uncollected amounts and we will attempt to charge the payment method as you may update it. We reserve the right to cancel or suspend your Services if we are unable to successfully charge your payment method.

#### **g. Free Trials**

From time to time, we may offer free trials to access some or all of the Services. Such Free Services are subject to these Terms except as otherwise stated in the free trial offer. Unless you enter into a Subscription Service agreement with us prior to the end of your free trial period, your access to the Services will automatically terminate at the end of such period.

#### **h. Non-Payment**

We may suspend or terminate access for non-payment, chargebacks, or suspected fraud.

### **10. Beta Services**

Parts of the Services may be offered as an invite-only beta or early access release. Beta features may change, be removed, or be unavailable at times without prior notice. Beta Services are provided "as is" without warranty of any kind and are not intended for emergency or life-safety use. We may discontinue beta features at any time and are under no obligation to make them generally available. Any separate beta testing agreements will supplement (and not replace) these Terms.

### **11. Third-Party Integrations**

Our Services may rely on, interoperate with, or be provided in conjunction with third-party products, software, and services, including Google Calendar, SMTP email providers (such as Gmail, Outlook, or

SendGrid), payment

processors, and other platforms (collectively, "Third-Party Materials"). Third-Party Materials are beyond our control, but their operation may impact, or be impacted by, the use and reliability of our Services.

If you enable an integration, you authorize the Services to access and process data as needed to provide that

integration. Your use of Third-Party Materials is governed by the applicable third party's terms and policies.

You may be required to obtain separate rights to use such Third-Party Materials from the applicable third party.

### **Google Calendar Integration**

If you connect Google Calendar using OAuth, you sign in with Google directly (we never ask for your Google

password). You can disconnect the integration in your workspace settings at any time, and you can also revoke

access from your Google Account permissions page. Integrations are optional, and you control which calendar is

selected for syncing.

### **SMTP Email Integration**

If you configure SMTP settings (Pro tier), emails sent through the Services (such as quote PDFs, invoice PDFs,

contract signing links, and schedule notifications) are transmitted via your own email server. You are responsible

for ensuring your SMTP configuration is correct and for complying with all applicable email and anti-spam laws.

We are not responsible for, do not control, and make no representations or warranties regarding any Third-Party

Materials, including their availability or security practices. THIRD-PARTY MATERIALS ARE OFFERED "AS IS" AND

"AS AVAILABLE." YOUR ACCESS TO AND USE OF THIRD-PARTY MATERIALS IS AT YOUR OWN RISK.

## **12. Intellectual Property**

### **a. Ownership**

The Services and all related software, designs, content, documentation, and materials are owned by Apex Rental Pro, LLC

or its licensors and are protected under both United States and foreign intellectual property laws.

Except as explicitly

stated in these Terms, all rights in and to the Services are reserved by us or our licensors. Any use of the Services

other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will

terminate the license granted herein and violate our intellectual property rights.

#### b. Trademarks

Our trademarks, logos, product and service names, slogans, and the look and feel of the Services are our intellectual property and may not be copied, imitated, or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names, and company names or logos mentioned on the Services are the property of their respective owners. Reference to any products, services, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.

### 13. Feedback

You may voluntarily post, submit, or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about us or our Services (collectively, "Feedback"). You hereby grant to Company a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and otherwise exploit the Feedback for any purpose, commercial or otherwise, including to develop, copy, publish, or improve the Services. Company will exclusively own all improvements to, or new, Company products or services based on any Feedback. You understand that we may treat Feedback as non-confidential.

### 14. Copyright Complaints (DMCA)

#### a. Our Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, the accounts of users who repeatedly infringe the intellectual property rights of others.

#### b. Reporting Claims of Copyright Infringement

If you believe that anything on our Services infringes any copyright that you own or control, you may notify our designated agent as follows:

- Designated Agent: Apex Rental Support
- Address: Apex Rental Pro, LLC, Sanilac County, Michigan, USA
- Email: support@apexrentalpro.com

Please see 17 U.S.C. &sect; 512(c)(3) of the DMCA for the requirements of a proper notification. If you fail

to comply with all of the requirements of Section 512(c)(3) of the DMCA, your notice may not be effective. Please note that if you knowingly misrepresent that any activity or material on our Services is infringing, you may be liable to us for certain costs and damages.

### **c. Our Response to DMCA Notices**

Upon receipt of a valid DMCA notice, we may: (i) remove or disable access to the allegedly infringing content;

(ii) notify the user who provided the content that access has been disabled; and (iii) terminate the account of

any user who is determined to be a repeat infringer.

### **d. Counter Notices**

If you believe that your content was removed or disabled by mistake or misidentification, you may send a counter

notice to our designated agent as specified above. Please see Section 512(g)(3) of the DMCA for the requirements

of a proper counter notification. Unless we receive notice that the original complaining party has filed an action

seeking a court order within 14 days of receiving the counter notice, we may restore the removed or disabled content.

## **15. Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Company and our

subsidiaries and affiliates, and each of our respective officers, directors, agents, partners, and employees

(individually and collectively, the "Company Parties") from and against any losses, liabilities, claims, demands,

damages, expenses, or costs ("Claims") arising out of or related to: (a) your access to or use of the Services;

(b) your Customer Data or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation, or

infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with the Services.

You agree to promptly notify Company Parties of any third-party Claims, cooperate with Company Parties in defending

such Claims, and pay all fees, costs, and expenses associated with defending such Claims (including reasonable

attorneys' fees). You also agree that the Company Parties will have control of the defense or settlement, at

Company's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

## **16. Disclaimers**

YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, OUR SERVICES AND ANY CONTENT OR MATERIALS PROVIDED THEREIN OR THEREWITH (INCLUDING ANY THIRD-PARTY MATERIALS) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT OUR SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE, OR THAT ACCESS TO OUR SERVICES WILL BE UNINTERRUPTED. WHILE WE ATTEMPT TO MAKE YOUR USE OF OUR SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR SERVICES OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES.

THE SERVICES ARE DESIGNED TO ASSIST YOUR RENTAL BUSINESS OPERATIONS, INCLUDING CALENDAR MANAGEMENT, INVENTORY TRACKING, AVAILABILITY CHECKING, QUOTING, INVOICING, CONTRACTING, AND ANALYTICS. HOWEVER, WE DO NOT GUARANTEE ANY SPECIFIC BUSINESS OUTCOMES, REVENUE INCREASES, OR OPERATIONAL IMPROVEMENTS. THE ANALYTICS AND REVENUE ESTIMATES PROVIDED BY THE SERVICES ARE FOR INFORMATIONAL AND PLANNING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A SUBSTITUTE FOR PROFESSIONAL ACCOUNTING OR BUSINESS ADVICE.

ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE FOR THE BENEFIT OF COMPANY, COMPANY PARTIES, AND COMPANY'S RESPECTIVE SHAREHOLDERS, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS, AND SERVICE PROVIDERS, AS WELL AS THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

## **17. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND THE OTHER COMPANY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY—WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE—FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES OR LOST PROFITS OR LOSS OF DATA, EVEN IF COMPANY OR THE OTHER COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL LIABILITY AND THE

OTHER COMPANY PARTIES' TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR OUR SERVICES, REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE GREATER OF (A) \$100 USD OR (B) THE AMOUNTS PAID BY YOU TO APEX RENTAL PRO, LLC FOR THE SERVICES IN THE 12 MONTHS PRIOR TO THE FIRST TIME YOU BRING A CLAIM UNDER THESE TERMS.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR COMPANY'S OR THE OTHER COMPANY PARTIES' GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL MISCONDUCT, OR FOR ANY OTHER MATTERS IN WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. ADDITIONALLY, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## **18. Release**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE COMPANY AND THE OTHER COMPANY PARTIES FROM RESPONSIBILITY, LIABILITY, CLAIMS, DEMANDS, AND/OR DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN (INCLUDING, BUT NOT LIMITED TO, CLAIMS OF NEGLIGENCE), ARISING OUT OF OR RELATED TO DISPUTES BETWEEN USERS AND THE ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING THIRD-PARTY PAYMENT PROCESSORS, EMAIL PROVIDERS, AND OTHER INTEGRATION PARTNERS.

## **19. Dispute Resolution & Binding Arbitration**

### **a. Claims This Section Applies To**

This Section 19 applies to all Claims between you and Company, except any issues related to the scope, validity, and enforceability of this Section 19, which are for a court to decide. A "Claim" is any dispute, claim, or controversy between you and Company, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, for which either party wishes to seek legal recourse and that arises from or relates to these Terms or the Services, including all privacy or data security claims.

### **b. Informal Dispute Resolution Before Arbitration**

If you believe you have a Claim against Company or if Company believes it has a Claim against you, the parties will first attempt to resolve the Claim informally. You and Company will make a good-faith effort to negotiate the resolution of any Claim for 45 days ("Informal Resolution Period"), from the day either party receives

written notice of a dispute from the other party (a "Claimant Notice").

You must send any Claimant Notice to Company by certified mail, addressed to Apex Rental Pro, LLC, Sanilac

County, Michigan, USA, or by email to support@apexrentalpro.com .

Company will send any Claimant Notice to you by certified mail or email using the contact information you have

provided. The Claimant Notice must include: (i) the Claimant's name, address, email address, and telephone number;

(ii) a description of the nature and basis for the Claim; (iii) the specific relief sought; and (iv) a personally signed statement verifying the accuracy of the notice.

No arbitration demand may be filed before a Claimant Notice is sent and the Informal Resolution Period has concluded.

### **c. Exceptions**

Except for individual disputes that qualify for small claims court (provided that the small claims court does not

permit class or similar representative actions) and any disputes exclusively related to intellectual property rights

("IP Claims"), all Claims not resolved informally must be resolved by a neutral arbitrator through final and

binding arbitration rather than in court.

### **d. Binding Individual Arbitration**

Any Claim may be resolved only through binding individual arbitration conducted by the American Arbitration

Association ("AAA"), <https://adr.org/> ,

according to the Federal Arbitration Act, 9 U.S.C. &sect; 1, et seq. ("FAA"). The then-current version of the

AAA's Commercial Arbitration Rules, as modified by these Terms, will apply. The arbitration will be conducted by

a single arbitrator in the English language. The arbitrator (not a judge or jury) will resolve all Claims in arbitration and may grant any remedy that would otherwise be available in court. Unless the parties agree otherwise,

any decision or award will include a written statement of the decision and the basis for the award.

### **e. Arbitration Fees**

Each party will be responsible for arbitration fees in accordance with the applicable AAA Rules and these Terms.

### **f. Frivolous or Improper Claims**

To the extent permitted by applicable law, a Claimant must pay all costs incurred by the defending party, including any attorney's fees and arbitration fees, related to a Claim if an arbitrator determines that

(i) the Claim was not warranted by existing law or by a nonfrivolous argument, (ii) the factual contentions

lacked evidentiary support, or (iii) the Claim was filed for any improper purpose.

#### g. Confidentiality

If you or Company files a Claim in arbitration, you and Company agree to cooperate to seek from the arbitrator

protection for any confidential, proprietary, trade secret, or otherwise sensitive information that might be exchanged or become the subject of discovery in the arbitration.

#### h. Opting Out of Arbitration

You have the right to opt out of binding arbitration within 30 days of the date you first accepted a version of these Terms containing this arbitration provision by sending an email to support@apexrentalpro.com . In order to be effective, the

opt-out notice must be on your own behalf and include your full name, mailing address, and email address, and

must clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you agree to resolve disputes in accordance with Section 20.

#### i. Rejection of Modifications

You may reject any change we make to this Section 19 (except changes to addresses at which notice must be given)

by emailing support@apexrentalpro.com within 30 days of the

change. You may reject changes only as a whole, not selectively. If you reject changes, the most recent version

you have not rejected will continue to apply.

#### j. Severability of this Section

If any portion of this Section 19 is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision will be severed; (ii) severance will have no impact on the remainder of this Section

or the parties' ability to compel arbitration of remaining claims on an individual basis; and (iii) to the extent any claims may proceed on a class, collective, consolidated, or representative basis, such claims must

be litigated in a civil court of competent jurisdiction and not in arbitration.

## 20. Governing Law & Venue

Any dispute, claim, or controversy arising from or relating to these Terms will be governed by and construed

and enforced in accordance with the laws of the State of Michigan, USA, except to the extent preempted by

U.S. federal law, without regard to conflict of law rules or principles (whether of Michigan or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

If any dispute, claim, or controversy arising from or relating to these Terms is not subject to arbitration pursuant to Section 19, then the state and federal courts located in Michigan will have exclusive jurisdiction.

You and Company waive any objection to venue in any such courts.

This section is intended to reduce cost and complexity for both sides. If any part of this section is found

unenforceable, the remainder will remain in effect to the extent permitted by law.

## 21. Termination & Survival

### a. By You

You may stop using the Services and close your Account at any time. If you have an active Subscription Service, cancellation terms are set forth in Section 9(c).

### b. By Us

We may suspend or terminate your access to all or part of the Services at any time for any reason, including if we reasonably believe your use poses a security risk, violates these Terms, or violates applicable law. We may also change, discontinue, or otherwise suspend the Services at any time, for any reason, and without prior notice to you.

### c. Effect of Termination

Upon termination, your right to use the Services ends. Data deletion and retention are described in our Privacy Policy .

### d. Survival

Notwithstanding anything to the contrary herein, Sections 5 (Customer Data & Permissions), 6 (Content Restrictions), 9 (solely with respect to your obligation to pay any fees incurred prior to termination), 12 (Intellectual Property), 13 (Feedback), 14 (DMCA), 15 (Indemnification), 16 (Disclaimers), 17 (Limitation of Liability), 18 (Release), 19 (Dispute Resolution & Arbitration), 20 (Governing Law), 22 (Transfer & Processing of Data), 24 (Severability), and 25 (Miscellaneous) will survive deactivation, termination, expiration, and cancellation of your Account, subscription, agreement, and/or relationship with us.

## 22. Transfer & Processing of Data

In order for us to provide our Services, you agree that we may process, transfer, and store information about you and your Customer Data in the United States and other countries, where you may not have the same rights and protections as you do under local law.

## 23. Changes to Terms

We may make changes to these Terms from time to time. The "Effective" date above indicates when these Terms were last changed. If we make changes, we will provide you with notice of such changes, such as by sending an email, providing a notice through our Services, or updating the date at the top of these Terms. Unless we say

otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services.

## 24. Severability

Each provision contained in these Terms constitutes a separate and distinct provision severable from all other provisions. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law, then such provision (or part thereof) will be amended, and is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from these Terms, and all remaining provisions will remain unimpaired.

## 25. Miscellaneous

The failure of Company to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements, and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word "including" will mean "including without limitation" and "or" is used in the sense of "and/or." Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.

## 26. Contact

If you have any questions about these Terms or our Services, please contact us at [support@apexrentalpro.com](mailto:support@apexrentalpro.com).