

HOST TERMS AND CONDITIONS
FOR EQUIPMENT SALES AND RENTALS

Last Updated: April 2024

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

These terms and conditions (these “**Terms**”) apply to the ability to publish and offer products, goods, and equipment for rent through equiptlist.com (the “**Site**”). Through the Site, Equiptlist offers an online venue that enables users to publish, offer, search for, and rent certain equipment. Equipment such as power equipment, heavy equipment, agricultural equipment, trailers, and specialty tools or tool sets (“**Equipment**”) are the only items permitted to be listed on the Site. For more information about what qualifies as Equipment, see our list of Equipment and prohibited here: [\[Link\]](#). Users who publish and offer Listings are “**Hosts**” and users who search for, rent, purchase or otherwise navigate through the Site are “**Guests**”. You must register an account to access and use the many features of the Site, and must keep your account information accurate. You should review these Terms carefully before you publish or offer any listing on the Site to make Equipment available for rent or purchase to Guests accessing the Site. Equiptlist offers two types of listings: standard listings, which are general listings for Equipment that must be in proper running order, free of defects, and fit for manufacturer's suggested tuning and maintenance (“**Standard Listings**”); and classified listings, which are truly provided “as is” and are not subject representations with respect to defects, fitness for the identified use, or warranties of any kind (“**Classified Listings**”) (Standard Listings and Classified Listings collectively referred to herein as a “**Listing**”). Your use of the Site to publish and offer Listings is subject to your acceptance of these Terms. These Terms constitute a legally binding agreement (“**Agreement**”) between you and Equiptlist governing your access to and use of the Site, as a Host, to create, offer and publish Listings. For clarity, any reference herein to a “Host” shall be considered to be a reference to you and your rights, responsibilities and obligations under these Terms and the Agreement. These Terms are subject to change by Equiptlist (referred to as “**us**”, “**we**”, or “**our**” as the context may require) at any time, in our sole discretion and we will provide you with notice of any changes before they become effective. Your use of this Site after notice of any changes will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Terms of Use [\[Link\]](#) that apply generally to the use of our Site. You should also carefully review our Privacy Policy [\[Link\]](#) before creating a Listing through this Site. In addition to these Terms, the Terms of Use and Privacy Policy apply to your use of the Site to create and publish Listings.

BY LISTING EQUIPMENT ON THIS SITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

1. Listings. As the provider of the Site and its platform, Equiptlist does not own, control, offer or manage any Listings. Equiptlist is not a party to the contracts entered into directly between Hosts and Guests. Equiptlist is not acting as an agent in any capacity for any user

of the Site unless otherwise expressly stated herein or another Equiptlist policy referenced herein. As a Host, you are responsible for understanding and complying with all laws, rules, regulations and contracts with third parties that apply to your Equipment. Any terms, policies or conditions that you include in any supplemental contract with Guests must: (i) be consistent with these Terms, our Terms of Use, Privacy Policies, other applicable Equiptlist policies, and the information provided in your Listing, and (ii) be prominently disclosed in your Listing description.

2. Host Independence. Your relationship with Equiptlist is that of an independent individual or entity and not an employee, agent, joint venture, or partner of Equiptlist. Equiptlist does not direct or control your Host service, and you agree that you have complete discretion whether and when to provide Equipment, and at what Price (defined herein) and on what terms to offer them. Nothing in these Terms and Agreement, on the Site, or in the dealings between Host and Guest shall alter our status as an independent party or be construed to create any association, partnership, joint venture, employment, or agency relationship between Host and Equiptlist for any purpose. Host shall have no authority (and shall not hold yourself/itself out as having authority) to bind Equiptlist, and Host shall not make any agreements or representations on Equiptlist's behalf without Equiptlist's prior written consent. Under no circumstances will Equiptlist be a party to any transaction or contract between Host and Guests.
3. Order Acceptance and Cancellation. You agree that your Listing is an offer to rent or purchase, subject to these Terms and applicable Equiptlist policies, any and all Equipment listed in your Listing. When you accept a rental request, or receive confirmation of a purchase through the Site, you are entering into a contract directly with the Guest, and are responsible for delivering the listed equipment under the terms and at the Price specified in your Listing (an "Order"). You are also agreeing to pay any applicable Equiptlist service fees and applicable taxes for each rental and/or purchase. To maintain the quality of the Site's features and services, Equiptlist may require Host to pay up to eight percent (8%) of the Host's Listing price, plus applicable taxes and fees, upon completing a transaction through the Site. Equiptlist may deduct amounts you owe from your payout unless we and you agree to an alternative method.
 - a. Any Order canceled by you, the Host, within 24 hours of the pick-up time will be subject to a cancellation fee, plus any applicable service fees. Additionally, Hosts who do not substantially perform their duties under these Terms and/or the terms of their Listing will be charged a fee, plus applicable service fees, in addition to providing the Guest with a full refund. As a Host, you shall not cancel an Order without a valid reason, such as those listed below in Section 4(b) below. Equiptlist shall determine whether a cancellation is for a valid reason, and such determination shall be made in our sole discretion. If you cancel on a Guest without a valid reason, we may impose any of the foregoing fees. If a Guest receives a refund after you have already been paid, or the amount of the refund and other costs incurred by Equiptlist exceeds your payout, Equiptlist may recover that amount from you, including by offsetting the refund against your future payouts. You agree that these Terms preempt the cancellation policy you set in situations where you allow for the

cancellation of a rental and/or the issuance of refunds to Guests. If we reasonably expect to provide a refund to a Guest under these Terms, we may delay release of any payout for that rental until a refund decision is made. In general, if a Guest cancels a rental, the amount paid to you is determined by the cancellation policy that applies to that rental. For more information on Fees, see our Fee Schedule here: [\[Link\]](#)

- b. Hosts must cancel any Order, without being subject to a cancellation fee, if one or more of the following occurs:
 - i. Guest is under the influence of a controlled substance and/or alcohol, incompetent, incapacitated, or does not otherwise have the capacity to rent, use or possess the Equipment;
 - ii. The individual picking up the Equipment is not the agreed upon Guest, unless previously agreed to, in writing, by the Host and Guest; or
 - iii. Any other reason that would cause Host to reasonably believe that renting Equipment to the Guest is unsafe.
 - c. If an Order is canceled by the Host due to a reason listed in Section 3(b), Host must contact Equiptlist immediately and describe why the rental or purchase did not occur. If Equipment is not as described within its Listing, the rental or purchase agreement between the Host and Guest shall be void.
 - d. If Equipment is reserved in advance, Guest shall have the right to cancel an Order at any time up to twenty-four (24) hours before their scheduled pick-up time without being subject to a cancellation fee. In such a case, Guest must receive, and Host must provide, a full refund. Any Guest cancelation occurring within twenty-four (24) hours of the scheduled pick-up time will be subject to a cancellation fee of a percentage of the Listing price plus applicable service fees, which such fee shall be paid by the Guest. All cancellations must occur through the Site. In the event Guest fails to accept and/or obtain the Equipment after one (1) hour from the agreed upon time pursuant to a Listing transaction, the rental or purchase shall be deemed to be cancelled, and Guest may be charged a percent of the rental rate. Unless otherwise provided for in these Terms or a Listing, Guests are not entitled to any returns or refunds for Equipment rented or purchased from a Listing. Equiptlist shall, in its sole discretion, determine how much, if any, of the cancellation fee shall be received by Host. For more information on Fees, visit our Fee Schedule here: [\[Link\]](#)
4. **Listing Prices and Payment Terms.** The price listed for Equipment will be the price as determined and posted by the Host on the Listing, at the time the Order is placed (the “**Price**”). Host shall set out the Price in the Order confirmation email sent to Guest. Prices of Equipment posted on a Listing may not include taxes or any applicable charges for shipping and handling. Any such taxes and charges will be added to the Order total and

will be itemized on your confirmation receipt. Your Listing must include complete and accurate information about your Equipment, Price, additional fees, and any rules or requirements that apply to the Guest or Listing. You are responsible for keeping your Listing information and content updated and accurate at all times. All Host payouts are subject to Stripe's payment policies, and will typically be granted within 7 to 14 days of full payment. Equiptlist does not currently offer insurance. We recommend that you obtain appropriate insurance for your Equipment and suggest you carefully review policy terms and conditions including coverage details and exclusions.

- a. To create, offer and publish Listing(s) on the Site, Hosts are subject to the pricing and payment terms provided for in this Subsection. Equiptlist will only charge a fee for Listing(s) published on the site by a Host ("Listing Fee(s)") and you agree to pay all such Classified Listing Fees to Equiptlist in accordance with these Terms. You agree that Equiptlist may amend Listing Fees in its sole discretion from time to time in accordance with these Terms. You will be charged for your published Classified Listings in accordance with the following pricing terms and Listing Fees concurrently until you remove or cancel your Listing. Your Listing Fees to publish a Listing will depend specifically on the Listing Package you select from the pricing options found here [\[Link\]](#). Except where these Terms expressly prohibit, Equiptlist may, at any time, and at their sole discretion, modify these Terms, including Fees, without notice to the User. Any such modification of these Terms will be effective immediately upon public posting. Changes will not affect Orders that have already occurred. Your continued use of our Site constitutes your acceptance of the modified terms.
5. Shipments; Delivery; Title and Risk of Loss. Host shall be solely responsible for shipment and delivery of any Equipment published in a Listing and rented or purchased pursuant to an Order; provided, however, Host may pass shipping and handling costs onto the Guest. Shipping and handling costs include costs you may incur in the processing, handling, packing, shipping, and delivery of an Order. In no event shall Equiptlist be responsible for any insurance costs, freight charges and import and/or export fees, duties, demurrage, taxes, etc. incurred on each shipment.
 - a. If Equiptlist's services are requested for shipping or delivery purposes, a fee of ten percent (10%) of the Equipment Price will be added to the final invoice.
6. Repossession. The Equipment may be repossessed by Host, without notice to Guest and at Guest's expense if the Equipment is not returned at the expiration of the rental period; is illegally operated, parked or stored; is used in any way in violation of these Terms; or appears to be abandoned.
7. Host Legal Obligations. You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Listing. Some cities or jurisdictions have laws that may restrict certain uses of Equipment. Some jurisdictions require Host to register, get a permit, or obtain a license before providing certain Equipment under Listings. In some places, use of your Equipment may be

prohibited altogether. Check your local rules/laws or consult with an attorney to learn what rules/laws apply to your Equipment offered under your Listing(s). Information we provide regarding legal requirements is for informational purposes only, and does not constitute legal advice. Equiptlist does not represent or warrant the accuracy or completeness of any information provided regarding your legal obligations, and you should independently confirm your obligations. You are responsible for handling and using personal data of Guests and others in compliance with applicable privacy laws and these Terms, including our Privacy Policy. As a Host, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your Price any applicable taxes or indirect taxes, occupancy taxes, income, or other taxes. Notwithstanding the foregoing, in jurisdictions where Equiptlist facilitates the collection and/or remittance of taxes on behalf of Hosts, you instruct and authorize Equiptlist to collect taxes on your behalf, and/or to remit such taxes to the relevant tax authority. Equiptlist may seek additional amounts from Hosts (including by deducting or offsetting such amounts from future payouts) in the event that the taxes collected and/or remitted are insufficient to fully discharge a Guest's tax obligations, and you agree that your sole remedy for taxes collected by Equiptlist is a refund from the applicable tax authority. You acknowledge and agree that we retain the right, with prior notice to affected users of the Site, to cease the collection and remittance of taxes in any jurisdiction for any reason. In certain jurisdictions, tax regulations may require that we collect and/or report tax information about you, or withhold taxes from payouts to you, or both. If you fail to provide us with documentation that we determine to be sufficient to support any such obligation to withhold taxes from payouts to you, we may withhold payouts up to the amount as required by law, until sufficient documentation is provided. You agree that Equiptlist may issue on your behalf invoices or similar documentation for taxes for your Equipment to facilitate accurate tax reporting by you, our Guests, and/or their organizations.

8. Host Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing and using your Equipment. You are responsible for setting your Price and establishing rules and requirements for your Listing, which must be in compliance with these Terms. You must describe any and all fees and charges in your Listing description and may not collect any additional fees or charges outside the Site. Do not encourage Guests to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the Site in violation of these Terms.
 - a. We encourage all Hosts to take pictures and create a list of all damages on your Equipment before it has been passed onto a Guest. Host will have 10 days from time of return of Equipment to notify Equiptlist of any damages to the Equipment.
9. Modifications. Guests and Hosts are responsible for any booking modifications they agree to make via the Site, or that the Guest and Host directs Equiptlist customer service to make on their behalf ("Modifications"). Guest agrees to pay any additional amounts, fees, or taxes associated with any such Modification.

10. Host Representations, Warranties, and Acknowledgments. You, as a Host, hereby represent, warrant, acknowledge and agree that the following items are true, accurate and complete:
- a. *Good Title.* Host owns or otherwise has good title to all Equipment in your Listings, free from liens and encumbrances other than those liens and encumbrances of public record that do not affect the terms of this Agreement. Notwithstanding the foregoing, if Host is not the owner of the Equipment, Host is legally authorized to sell, rent, or make other disposition of the Equipment free from all liens and encumbrances.
 - b. *Insurance.* Prior to the execution of any rental or purchase agreement pursuant to any Listing published by the Host, Host has obtained and actively maintains adequate insurance coverage to properly insure its Equipment from losses, including without limitation, for claims concerning damage, theft, personal injury, injury to property and other claims relating to any Equipment. If Host does not have such coverage, Host represents, warrants, acknowledges and agrees that it has the financial capacity to cover any and all losses relating to the Equipment; and further, that Host will cover any and all such losses should any claims relating to the Equipment arise.
 - c. *No Infringement.* Your use or sale of the Equipment does not infringe on the rights or interests of any other person or entity.
 - d. *Description of the Equipment.* Any and all descriptions of the Equipment provided by Host are true and accurate to the best of owner's knowledge.
 - e. *Authority of Host.* Host has the legal authority to enter into and perform under this Agreement.
 - f. *No Conflicts.* This Agreement and the transactions contemplated by this Agreement do not conflict with, violate, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any law, rule, regulation, judgment, order, decree, agreement, document or instrument to which Host is a party, or by which Host or the Equipment may be subject or bound, and there are no suits or judgments pending or threatened against Host, or regarding the Equipment affecting your ability to enter into, or perform under, this Agreement.
 - g. *Legal Compliance.* Host has ensured that it has satisfied all applicable legal and regulatory requirements with respect to any and all access to, transfer of, and possession or use of the Equipment in any manner pursuant to any Listing, including without limitation, by securing all necessary permits and permissions.
 - h. *No Inducement Based on Statements or Opinions of Value.* Host has not been induced to enter into this Agreement by any statements or opinions of Equiptlist

regarding the value and purchase of the Equipment, including expected profits associated with listing the Equipment on the Site.

11. Manufacturer's Warranty. WHEN YOU LIST EQUIPMENT, EQUIPTLIST DOES NOT PROVIDE ANY WARRANTIES WITH RESPECT TO THE PRODUCTS OR SERVICES, LISTINGS OR EQUIPMENT OFFERED ON OUR SITE. HOWEVER, IN CERTAIN INSTANCES, THE PRODUCTS AND SERVICES OFFERED ON OUR SITE, EXCEPT FOR CLASSIFIED LISTINGS, MUST BE COVERED BY THE MANUFACTURER'S WARRANTY AS DETAILED IN THE PRODUCT'S DESCRIPTION ON THE ITEM'S LISTING ON OUR SITE AND INCLUDED WITH THE PRODUCT. HOST MUST ENSURE THAT ANY ITEMS LISTED ON THE SITE ARE PROPERLY MAINTAINED BY ANY APPLICABLE MANUFACTURERS' REQUIREMENTS AND ALL EQUIPMENT IS PROPERLY TAKEN CARE OF AND IS SAFE FOR USE, WHICH MAY INCLUDE ENSURING THE EQUIPMENT HAS ALL FLUIDS, OILS AND HYDRAULICS AT REQUIRED LEVELS, AND ANY ADDITIONAL REQUIRED SAFETY PRECAUTIONS ARE MET.

WHEN YOU LIST EQUIPMENT, ALL PRODUCTS OFFERED ON THIS SITE ARE PROVIDED TO THE GUESTS "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

12. Limitation of Liability. BY POSTING AN ITEM OR EQUIPMENT ON OUR SITE THROUGH A LISTING, HOST GIVES ASSURANCES OF PRODUCT SALABILITY, MERCHANTABILITY, AND WARRANTY OR REGULATION COMPLIANCE FROM THE MANUFACTURERS. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY GUESTS FOR THE PRODUCTS YOU HAVE ORDERED THROUGH OUR SITE.

The limitation of liability set forth above shall: (i) only apply to the extent permitted by law and (ii) not apply to (A) liability resulting from our gross negligence or willful misconduct and (B) death or bodily injury resulting from our acts or omissions.

13. **Assumption of Risk.** You acknowledge that Listing your Equipment on the Site, in your capacity as a Host, carries inherent risks and agree that you assume the entire risk arising out of your access to and use of the Site, offering Equipment, publishing a Listing, or any interaction you have with other users whether in person or online. You agree that you have had the opportunity to investigate the Site and any laws, rules, regulations, or obligations that may be applicable to your Listings and that you are not relying upon any statement of law made by Equiptlist.
14. **Term.** This Agreement reflected by these Terms is effective when you access the Site and remains in effect until either you or we terminate the agreement in accordance with these Terms.
15. **Termination.** You may terminate this Agreement at any time by sending us an email or by deleting your account. Equiptlist may terminate this Agreement and your account for any reason by giving thirty (30) days' notice via email or using any other contact information you have provided for your account. Equiptlist may also terminate this Agreement immediately and without notice and stop providing access to the Site if your breach these Terms or violate our policies or applicable laws, or we reasonably believe termination is necessary to protect Equiptlist, its users, or third parties. If your account has been inactive for more than two years, we may terminate your account without prior notice.
16. **User Violations.** If you breach these Terms, Equiptlist may suspend or limit your access to or use of the Equiptlist Site and/or your account; suspend or remove Listings; cancel pending or confirmed Orders; or suspend or revoke any special status associated with your account.
17. **Survival.** If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.
18. **Indemnification.** To the maximum extent permitted by applicable law, you, and anyone you let use your Equipment, agree to release, defend (at our option),

indemnify, and hold Equiptlist (including our owners, officers, employees, affiliates, representatives and agents) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms or our policies; (ii) your improper use of the Site; (iii) your interaction with any Equipment, user, Guest, or other Hosts, including without limitation any injuries, losses, or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction or use; (iv) damages done during Equipment transfers, transfers or possession, or operation of the Equipment, (v) damages to people, or property, (vi) your failure, or our failure at your direction, to accurately report, collect or remit taxes; or (vii) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights.

19. Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy, <https://equiptlist.com/wp-content/uploads/2024/06/Website-Privacy-Policy-Equiptlist.pdf>, governs the processing of all personal data collected in connection with a rental or purchase of Equipment, goods, products through the Site.
20. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
21. Governing Law and Jurisdiction. This Site is operated from the United States. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Delaware, and the Delaware Court of Chancery, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.
22. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 20 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.
23. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Equiptlist.

24. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

25. Notices.

- a. To You. We may provide any notice to you under these Terms by (i) sending a message to the email address you provide or (ii) by posting such notice to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting on the Site will be effective upon posting. It is your responsibility to keep your email address current.
- b. To Us. To give us notice under these Terms, you must contact us as follows: (i) by email to support@equiptlist.com; or (ii) by personal delivery, overnight courier, or registered or certified mail to:

Equiptlist, Inc.
4884 Higbee Avenue N.W.
Suite 201
Canton, Ohio 44718

We may update the email address or mailing address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by email or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

26. Entire Agreement. These Terms, our Website Terms of Use, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.