

APEX COMMERCIAL SOLUTIONS

Commercial Intelligence & Verification

TERMS OF SERVICE

Master Subscription Agreement

Last Updated: October 8, 2026

1. ACCEPTANCE OF TERMS

By accessing the Apex Score, Registry, or any Verification Services ("Platform"), Subscriber acknowledges these terms constitute a binding legal agreement.

2. THE APEX VERIFICATION PROCESS

Subscriber agrees to complete all Assessment Modules, including third-party verification requests, to achieve and maintain Active Status. Note: Provisional or Pending Status may be visible to third-party creditors, partners, and financial institutions.

3. DATA CONTRIBUTION LICENSE

Subscriber grants ACI an irrevocable, perpetual, worldwide, royalty-free license to use, reproduce, modify, adapt, publish, translate, create derivative works from, transfer, distribute, and sublicense any data submitted through the Platform for commercial intelligence purposes, including but not limited to operational metrics, financial indicators, and market observations ("Contributed Data"). This license survives termination of subscription.

4. THIRD-PARTY INTELLIGENCE INTEGRATION

Subscriber acknowledges that ACI aggregates data from multiple sources, including other Subscribers, public records, and "Market Observers." ACI makes no representations as to the accuracy, completeness, or truthfulness of any information submitted by third-party contributors. Subscribers acknowledge that all risk assessments are speculative in nature.

5. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- Subscriber waives all claims against ACI for damages arising from business decisions made using Apex Scores or Registry data, including but not limited to loss of contracts, creditworthiness downgrades, or reputational harm.
- ACI shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages.
- This includes loss of profits, goodwill, use, data, or other intangible losses resulting from (i) use or inability to use the Platform; (ii) unauthorized access to or alteration of your transmissions or data; (iii) statements or conduct of any third party on the Platform; (iv) business decisions made based on Apex Scores or Registry listings.
- Total liability cap: \$100 USD or amount paid in preceding 12 months, whichever is less.

6. DISPUTE RESOLUTION & CONFIDENTIALITY

All disputes go to private arbitration in Delaware under AAA rules. NDAs are required for all subscribers regarding Platform mechanics, scoring methodologies, and assessment criteria. Breach of confidentiality results in immediate Account Suspension and potential legal action.

7. STATUS VISIBILITY

Subscriber acknowledges that Verification Status (Unverified, Pending, Bronze, Silver, Gold, Platinum) is visible to Platform users and integrated financial institutions. ACI reserves right to adjust Status based on data completeness, verification timeliness, and cooperation with market transparency initiatives.

8. TERMINATION

ACI may suspend or terminate access for: (i) incomplete assessments; (ii) non-cooperation with verification requests; (iii) material misrepresentation; (iv) failure to maintain active data contribution. Upon termination, Subscriber's data remains in Registry for "historical integrity purposes."

* "Required by Creditors": Certain creditor and financing partners in the Apex network require Gold-level verification for preferred placement and network access. Verification status is informational only and does not constitute a guarantee of credit approval, financing terms, or any creditor or partner decision.