

TERMS OF SERVICE

These terms of service ("Terms") cover your use and access to the services, products, software and websites ("Services") provided by *HQ CORP SERVICES INC.* and any of our affiliates (collectively, "company", "we", "us" or "our").

If you do not agree with these Terms, or the terms contained in our Privacy Policy, then you should not use our Services or this website.

These Terms take precedence over and replace any previous or concurrent agreements, as well as any applicable terms and conditions. Additionally, these Terms do not establish any rights for third-party beneficiaries.

By continuing to use or access the Service after the revisions take effect, you are agreeing to be bound by the updated Terms.

Our failure to enforce any provision of these Terms does not relinquish our right to enforce it at a later date. If a provision of these Terms is deemed unenforceable, the remaining provisions will continue to be in full force and effect. You have the option to assign your rights and obligations under these Terms, subject to our prior written approval, which we will not unreasonably withhold. Additionally, we reserve the right to assign our rights or obligations to any successor in the interest of any business associated with the Services.

Permissible Uses of Our Website and Services

When utilizing our website or services, you and any third party under your authorization are prohibited from the following acts:

- Do not access or monitor any material or information on our systems using manual processes, robots, spiders, crawlers, scrapers, or any other automated means.
- Unless expressly prohibited by law, refrain from violating the restrictions in any robot exclusion headers on any service. Do not work around, bypass, or circumvent any technical limitations of the services, or use any tool to enable features or functionalities that are disabled in the services. Additionally, avoid decompiling, disassembling, or otherwise reverse engineering the services.

- Do not engage in actions or attempt to perform any activities that could disrupt the proper functioning of the services or hinder access to or use of the services by our other customers.
- Do not copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell, or distribute material, information, or services from us in any manner.
- Do not access, or cause anyone to access, any account, information, or material other than what is contained within your own authorized online account.
- Do not use any service in a manner that violates any laws, rules, regulations, or the rights of any individual.
- Do not upload anything to our systems that violates any laws, rules, regulations, or the rights of any individual.
- Do not transfer any rights granted to you under these Terms.
- Only use the Services as expressly permitted under these Terms.

While delivering Services to you and implementing improvements to our operations, we may engage with information pertaining to your account, including details you provide and materials you upload to our systems. In the event that we reasonably suspect your account has been utilized for unauthorized, illegal, or criminal purposes, you explicitly authorize us to share information about you and your account with law enforcement.

USAGE OF OUR ADDRESS

Your entitlement to use our address is solely contingent on the specific service you acquire from us. For instance, if you only purchase our registered agent service, our address may exclusively be employed for the explicit purpose of providing individuals and organizations with notice of whom and where to serve any service of process or legal notice. Conversely, if you have procured other services from us, the details regarding the usage of our address will be outlined in subsequent written communications, which are incorporated into these Terms by reference herein.

State Filing and Registered Agent Services

- Authorization to Receive Service of Process & Other Legal Documents

As part of our responsibilities as your registered agent, we are required to accept various legal documents on your behalf and upload them into the online account we provide you. You grant us authorization to receive up to 14 service of process, important communications, and legal documents of any kind ("Legal Documents") on your behalf per year. We retain the right, and you agree, that a fee may be

applied to your account for Legal Documents received beyond the current 14 per year limit. You also acknowledge and agree that this fee may be subject to change at our sole discretion.

Furthermore, you consent to us opening, scanning, uploading, and transmitting the Legal Documents into your account as part of providing Services to you without asking your prior written/verbal permission. It's important to note that registered agent services are specifically limited to the receipt of service of process and the receipt and forwarding of Legal Documents. This does not include the receipt of any general or regular mail or other items. Consequently, we do not assume liability to you or any third party for the loss of mail or other items that are not Legal Documents.

Collaboration with Third-Party Service Providers

We may engage with third-party providers to deliver certain aspects of the registered agent services. You acknowledge and agree that these service providers may aid us in furnishing you with registered agent services.

Provision of Accurate and Up to date Information

You acknowledge that you are solely responsible for ensuring the accuracy, quality, integrity, legality, reliability, and appropriateness of the information you provide. The accuracy of filings made on your behalf by us is contingent upon the information you furnish, and you agree to promptly inform us of any changes to your information. In the event of any alterations to your information, you commit to notifying us immediately. Failure to uphold accurate and up-to-date information constitutes a significant violation of our Terms and serves as grounds for the immediate termination of the service(s).

Normal (Non-Legal, Not-Important) Documents

Not all documents are of the same nature. Documents received at our addresses on behalf of your company that are not communications from the Secretary of State related to your company's registration or documents related to legal service of process are categorized by us as "Normal Documents." Depending on the services you have acquired from us, there may be a limit on the number of Normal Documents accepted by our office on behalf of your company without incurring additional fees. Additionally, charges may apply for any physical document forwarding requests that surpass your purchased limits.

You agree to cover the fees posted to your account related to any Normal Documents received on behalf of your company that exceed the purchased service limit. This includes fees associated with requests to forward physical documents.

While we endeavor to process your Normal Documents promptly, you acknowledge that we are not liable for any missed deadlines, time limits, or other time-sensitive Normal Documents we may receive, regardless of whether such Normal Documents are within your purchased service limit or not.

Shredding /Destroying the Documents/Mail

We do not retain the original copies of documents received by our offices indefinitely. We expect that clients and their beneficiaries will take prompt and diligent action to prevent the delivery of crucial documents to our offices. In the event that such documents or other mailings are delivered to our offices, we expect clients and their beneficiaries to promptly request the forwarding of the original document. Unless otherwise agreed in writing, all forwarding requests will be at the client's expense. All documents and mailings are shredded/recycled/destroyed after thirty (30) days following the digital scanning of the documents and mailings.

Electronic Records and Signatures

We may need to file documents on your behalf, and as such, you give your consent for us to use your electronic or hard copy signature or electronically typed names for the purpose of filing documents on your behalf.

Packages/Boxes Delivery on Our Address

While we are delighted to serve as your registered agent and handle service of process and legal documents on your behalf, we are in no obligation to receiving packages on your behalf. Packages arriving at our office will be refused upon delivery or returned to their location of origin if immediate refusal is not possible. If neither refusal nor return is feasible, you will be notified that we have the package in our possession.

By utilizing our services, you agree that, if we receive packages on your behalf, we are not acting as a bailee or warehouse and assume no duty of care in the holding and/or shipping of packages. If you wish to have the package delivered to the address associated with your account, you will be responsible for all associated shipping costs and insuring the package. We will only retain packages for 14 days from the date of receipt and notification before appropriately disposing of them.

You will be charged a Handling/Storage Fee depending on the size of the package and our staff will let you know via email or a phone call.

Document Storage Policy

As long as you are an active client and have paid appropriate fee for the services rendered from us, you can download the files uploaded on your client portal. If you retain our client beyond consecutive THREE years, you will not be able to view/download a document after expiry of 36 months from the date it was uploaded to your client portal. It is your sole responsibility to download the document and retain it in your own local or cloud storage, not on our software.

Intellectual Property License

If you opt to utilize this document storage feature, you agree to grant us a worldwide non-exclusive royalty-free license to use your content. This includes any of your intellectual property stored on our systems, for the purpose of providing you with such services and features, enhancing our operations, improving your experience, and developing new technologies and services. It's important to clarify that you will retain ownership of your intellectual property, while we will own any and all improvements made to our operations resulting from our use of your intellectual property, as described in the following paragraph.

Cancelation/Termination of Services (Registered Agent and/or Other Services)

Upon the cancellation or termination of any service with us, you acknowledge and agree that:

- we are released from any and all liability or duty to notify you about lawsuits or any mail that we might continue to receive. This applies even if our office address is still listed on any part of the corporate filing or if we are still listed as the registered agent.
- You are obligated to pay any and all outstanding invoices; and
- You are responsible for any invoices generated or fees incurred after the expiration of any free trial of any Service(s); and
- The termination is binding on the company(s); and

Cancelation/Termination by Us

We reserve the right to terminate your registered agent Service at any time without any disclosure to you. We will notify you and will give you 30 day's notice period to download and store your data available on your client portal.

Cancelation / Termination by You

You can terminate your Service by logging into your account and canceling it through your client portal. Once canceled, you will no longer be able to access your client portal or lose the rights to access your stored documents on the portal.

In the event that we receive any documents on your behalf after you have canceled your account, you have the option to either sign up for new registered agent services, pay for all services provided by us prior to your cancellation, or pay a per-document fee to view the document.

Legal Documents Handling After We Cease to Act as Your Registered Agent

Once we cease to be your registered agent, if we receive additional Legal Documents on your behalf, we will send an email notice to the last known email address we have on file for you. We will NOT call you. If you wish to view a Legal Document, you will need to either renew your service with us, settle any fees incurred prior to cancellation, or pay a per-document fee to access the Legal Document. Upon taking any of these actions, we will either restore your access to client portal and upload the Legal Document for your viewing OR we will email you the document(s).

How Long We Store Personal Data

User data will be stored in our active database until you cancel our service. After cancelation or termination of services, the data will be stored in our archives.

Refunds

All purchases related to Registered Agent Service are considered FINAL and NON-REFUNDABLE.

Those services which require State Form Filings, such as Annual Reports, LLC Formation, Dissolution, are considered as FINAL and NON-REFUNDABLE. This refund policy does not impact any statutory rights that may be applicable.

We are not a law firm or attorneys, and we do not offer legal advice. Since we are not attorneys, there is no attorney-client relationship between us, and none of the communications between us are safeguarded as attorney-client communications. Utilizing our services as a fulfillment service provider does NOT establish any fiduciary duty or obligations, whether implied or express, by any agent, affiliate, or employee of the company.

PRIVACY POLICY

HQ CORP SERVICES INC., ("we," "us," or "our") is committed to protecting the privacy of our users. This Privacy Policy outlines the types of personal information we collect, how we use it, and the choices you have regarding your information.

Information We Collect

- **Personal Information:** We may collect personal information, such as your name, contact details, and business information, when you register for our registered agent services.
- **Usage Data:** We may collect information about how you interact with our website, including pages visited, time spent on the site, and other analytical data.

How We Use Your Information

- **Providing Services:** We use your personal information to provide registered agent services as requested and to fulfill our contractual obligations.
- **Communication:** We may use your contact details to communicate with you regarding our services, updates, and important notices.
- **Analytics:** We may use usage data for analyzing website performance, improving user experience, and optimizing our services.

Information Sharing

We do not sell, trade, or otherwise transfer your personal information to third parties without your consent, except as required by law.

Data Security

We implement security measures to protect your personal information from unauthorized access, disclosure, alteration, and destruction.

Your Choices

You can manage your communication preferences and update your personal information by logging into your account. You may also contact us to exercise your rights regarding your data.

Cookies and Tracking Technologies

We use cookies and similar technologies to enhance your experience on our website. You can manage cookie preferences through your browser settings.

Changes to This Privacy Policy

We may update this Privacy Policy periodically. Any changes will be effective upon posting the updated policy on our website.

Contact Us

If you have any questions or concerns about our Privacy Policy, please contact us at admin@floridaagents.net