

# APEX CINCY

## TERMS AND CONDITIONS OF SERVICE

*Clermont County, Ohio*

Effective Date: March 11, 2026

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**BY ACCEPTING ANY QUOTE OR PROPOSAL FROM APEX CINCY, CLIENT ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREED TO THESE TERMS AND CONDITIONS IN THEIR ENTIRETY — INCLUDING THE MANDATORY OHIO JURISDICTION AND VENUE REQUIREMENT.**

### 1. ACCEPTANCE OF TERMS

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By signing, initialing, electronically accepting, or otherwise approving any quote, proposal, statement of work, or invoice issued by Apex Cincy ("Company"), the client ("Client") agrees to be fully bound by these Terms and Conditions ("Agreement"). These Terms are incorporated by reference into every quote, proposal, and service agreement issued by the Company.

No services will be rendered until the Client has accepted a quote. Such acceptance constitutes full agreement to all terms herein, including the mandatory venue and jurisdiction provisions in Section 4.

### 2. SERVICES PROVIDED

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The Company offers the following professional services:

- ISO 9001 Certification Consulting and Preparation Assistance
- Custom Training Material Development
- Small Business Website Design and Development

Specific deliverables, timelines, and pricing are outlined in each individual quote or Statement of Work ("SOW"). The scope of services is strictly limited to what is described in the applicable SOW.

### 3. GOVERNING LAW

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This Agreement shall be governed by, construed, and enforced exclusively in accordance with the laws of the State of Ohio, without regard to its conflict of law principles. Any dispute, claim, or controversy arising out of or relating to this Agreement, the services provided, or any breach thereof shall be resolved under Ohio law.

### 4. MANDATORY VENUE AND JURISDICTION

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**THE CLIENT EXPRESSLY CONSENTS AND IRREVOCABLY AGREES THAT THE EXCLUSIVE JURISDICTION AND VENUE FOR ANY DISPUTE, CLAIM, LAWSUIT, OR LEGAL PROCEEDING OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED SHALL BE IN THE STATE OR FEDERAL COURTS LOCATED IN CLERMONT COUNTY, OHIO. THE CLIENT WAIVES ANY RIGHT TO CHALLENGE SUCH VENUE AS INCONVENIENT, IMPROPER, OR OTHERWISE OBJECTIONABLE, AND WAIVES ANY RIGHT TO HAVE ANY SUCH ACTION TRANSFERRED TO ANY OTHER COURT OR JURISDICTION IN ANY OTHER STATE OR COUNTRY.**

This venue provision is a material and non-negotiable term of this Agreement. Client's acceptance of any quote constitutes explicit and knowing consent to this jurisdiction and venue requirement.

No legal action of any kind arising from this Agreement may be initiated, filed, or maintained in any court outside the State of Ohio. Any attempt to bring suit in another jurisdiction shall be considered a material breach of this Agreement, and the Company shall be entitled to seek an immediate injunction compelling transfer of the matter to Clermont County, Ohio, along with recovery of all associated attorney's fees and costs.

## **5. LIMITATION OF LIABILITY**

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- (a) The Company's total cumulative liability to the Client for any and all claims arising out of or related to this Agreement shall not exceed the total amount actually paid by the Client to the Company in the three (3) months immediately preceding the claim.
- (b) In no event shall the Company be liable for any indirect, incidental, consequential, punitive, special, or exemplary damages, including but not limited to lost profits, loss of business, loss of data, or business interruption, even if the Company has been advised of the possibility of such damages.
- (c) The Company provides ISO 9001 consulting and preparation assistance only. The Company makes no guarantee, representation, or warranty that the Client will achieve, pass, or maintain ISO 9001 certification. Final certification decisions rest solely with the applicable accredited registrar or certifying body.

## **6. PERSONAL AND INDIVIDUAL LIABILITY SHIELD**

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The Client expressly acknowledges and agrees that Apex Cincy is a legally formed business entity. No claim, lawsuit, demand, or judgment of any kind arising from or related to this Agreement shall be brought against any owner, member, manager, officer, employee, contractor, or agent of the Company in their individual or personal capacity.

All liability, if any, is strictly limited to the Company as a business entity. The Client expressly waives any right to pierce the corporate or business veil, or otherwise seek personal liability against any individual associated with the Company, to the fullest extent permitted by Ohio law.

## **7. INDEMNIFICATION**

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Client agrees to defend, indemnify, and hold harmless Apex Cincy, its owners, members, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or related to:

- (a) Client's misuse of any deliverable;
- (b) Client's breach of this Agreement;
- (c) Any third-party claim resulting from content, information, or materials provided to the Company by the Client; or
- (d) Client's failure to follow recommendations provided by the Company.

## **8. PAYMENT TERMS**

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- (a) Payment terms are specified in each individual quote or SOW. Unless otherwise stated, a 50% deposit is due upon acceptance of a quote, with the remaining balance due upon delivery of final deliverables or completion of services.
- (b) Invoices not paid within 30 days of the due date are subject to a late fee of 1.5% per month on the outstanding balance.

- (c) The Company reserves the right to suspend or withhold services and deliverables until payment is received in full. Ownership of all deliverables remains with the Company until full payment is received.
- (d) In the event the Company must pursue collection of unpaid amounts, the Client shall be responsible for all collection costs, including reasonable attorney's fees.

## **9. INTELLECTUAL PROPERTY**

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Upon receipt of full payment, the Client shall own the final deliverables as outlined in the applicable SOW. The Company retains the right to display completed work in its portfolio and marketing materials unless the Client provides written objection within 30 days of project completion. The Company retains all rights to its proprietary methodologies, templates, frameworks, and processes used in delivering services.

## **10. CONFIDENTIALITY**

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Both parties agree to keep confidential any proprietary or sensitive information disclosed during the course of the engagement and not to disclose such information to any third party without prior written consent. This obligation survives the termination of this Agreement for a period of three (3) years.

## **11. CHANGES AND REVISIONS**

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Any changes to the agreed-upon scope of work must be documented in a written Change Order signed by both parties. Additional scope will be quoted and billed separately. The Company is not obligated to perform out-of-scope work without a signed Change Order.

## **12. TERMINATION**

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Either party may terminate services with 14 days written notice. Upon termination, the Client shall pay for all work completed through the termination date. Deposits are non-refundable once work has commenced unless termination is due to a material breach by the Company.

## **13. BUSINESS STRUCTURE NOTICE**

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Apex Cincy is currently operating as a sole proprietorship and is in the process of converting to a Limited Liability Company (LLC) under Ohio law. Upon conversion, all rights, obligations, and protections under this Agreement shall automatically transfer to and be binding upon the successor LLC entity without the need for Client's further consent. The limitations on personal liability set forth in Section 6 shall apply to the fullest extent permitted by law under either business structure.

## **14. ENTIRE AGREEMENT / SEVERABILITY**

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This Agreement, together with the applicable quote or SOW, constitutes the entire agreement between the parties and supersedes all prior discussions, representations, or agreements. If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction in Clermont County, Ohio, the remaining provisions shall remain in full force and effect.

## **15. WAIVER**

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Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce that or any other provision in the future.

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## **ACKNOWLEDGMENT AND ACCEPTANCE**

**APEX CINCY** | Terms and Conditions of Service

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By accepting a quote from Apex Cincy — whether by signature, initials, electronic confirmation, or payment — the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions in their entirety, including the mandatory Clermont County, Ohio jurisdiction and venue requirement.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company / Business Name: \_\_\_\_\_

Apex Cincy Representative: \_\_\_\_\_ Date: \_\_\_\_\_

*Apex Cincy | Clermont County, Ohio*