

APC Data Analytics, LLC
Terms and Conditions (March 2020)

The following terms and conditions apply to every Subscription, unless they are expressly excluded in a written agreement signed by an APC Data Analytics, LLC executive. These Standard Terms also apply to the provision of any Content by Subscriber to APC Data Analytics, LLC (“APC”), regardless of whether or not such Content is provided in connection with a Subscription. See the APC [Privacy Statement](#) for specifics on the processing of personal data collected and received. By agreeing to these Standard Terms and Conditions, Subscriber is furthermore agreeing to the terms and conditions of the [End User License Agreement](#) (EULA), if and when a license is granted for download, installation, or use of the software Products.

CERTAIN DEFINED TERMS.

Capitalized terms used in these Standard Terms have the meanings given them herein. Although various capitalized terms are defined throughout these Standard Terms, the following terms shall have the following meanings for purposes of these Standard Terms:

“**Agreement**” means the Subscription Terms, if any, together with these Standard Terms.

“**Content**” means all content and materials that Subscriber provides to APC, including, without limitation, Customer Content, Profile Content, and Property Content.

“**APC Distribution Channels**” shall mean Internet sites (including co-branded and mirrored versions thereof), mobile applications, and other media (including any and all print media) owned and/or operated by APC and/or its affiliates, including but not limited to the APC website (the “**APC Site**”), the APC Residential Pricing & Analytics Tool website, and third-party Internet sites, mobile applications, and other media where a Product may be caused by APC to be posted, carried, executed, distributed and/or electronically displayed.

“**Purchase Agreement**” means Subscription Terms as documented in an APC-issued document styled as a “Purchase Agreement” or “Subscription Form.”

“**Product(s)**” means goods, services (including, without limitation, Products) or other offerings subscribed to or purchased by Subscriber from APC by way of a Subscription, if any.

“**Profile Content**” means any content, data, images, and other materials that Subscriber provides to APC pertaining to Subscriber, Subscriber’s firm or office, or any person or entity employed by or affiliated with Subscriber’s firm or office.

“**Property Content**” means any content, data, images, and other materials pertaining to real estate listings and/or properties that Subscriber provides to APC.

“**Subscription**” means a purchase by Subscriber from APC of a Product, whether by way of a Purchase Agreement, a telephone order, an online order, or any other means available from APC. If Subscriber purchases multiple Products by way of a single telephone call, online session, Purchase Agreement, transaction or set of Subscription Terms, then, for purposes of these Standard Terms, a separate and distinct Subscription and Agreement shall be deemed to exist as to each Product thus purchased and these Standard Terms shall be construed accordingly.

“**Subscription Terms**” means the terms and conditions (other than these Standard Terms) associated with a particular Subscription (or a renewal thereof) as contained in a Purchase Agreement, as included as part of the Subscription process and confirmed to Subscriber by APC via a confirming email message (“**Email Confirmation**”), or as otherwise agreed between Subscriber and APC and documented by APC by way of a Subscription confirmation or otherwise.

OTHER INTRODUCTORY TERMS AND UNDERSTANDINGS.

Subscriber acknowledges and agrees that one or more of the Products or services may be offered, fulfilled, and/or maintained by one or more APC affiliates or third-party entities. Subscriber acknowledges and agrees that all of the rights and benefits of this Agreement may be extended by APC to one or more of such APC affiliates or third-party entities in APC’s sole discretion.

IF SUBSCRIBER ORDERED BY TELEPHONE OR OTHER MEANS AND DID NOT SIGN A *PURCHASE AGREEMENT*, SUBSCRIBER’S USE OF, ACCEPTANCE OF ANY BENEFIT OF, OR MAKING OF ANY PAYMENT FOR THE *PRODUCT* CONSTITUTES SUBSCRIBER’S ACCEPTANCE OF THIS *AGREEMENT*, AS DOES SUBSCRIBER’S PROVISION OF ANY *CONTENT* TO APC OR ANY OTHER INDICATION OF ASSENT.

1. Products; Modifications. APC reserves the right to alter or change the Products at any time with or without notice. Except as otherwise expressly provided in the Subscription, modification of Products and services offered within the APC Distribution Channels or on any page thereof is at APC’s sole discretion. APC may, at its sole discretion, modify any portion of the APC Distribution Channels.

2. APC’s Right to Reject or Cancel Subscriptions. APC reserves the right to reject or cancel any Subscription, at any time, for any reason whatsoever in its discretion without notice to Subscriber.

3. License. Subject to the Subscription Terms and terms set forth in the EULA, any license granted by APC to Subscriber shall be royalty-free, non-exclusive, non-transferable, limited, and revocable. APC reserves all rights not expressly granted to Subscriber.

4. Subscriber’s Acknowledgments. Subscriber acknowledges that some Products are subject to availability in Subscriber’s zip codes or other geographical area.

5. Proprietary Rights. As between the parties hereto, APC exclusively owns and retains all right, title and interest in and to the Products in perpetuity throughout the Universe. Notwithstanding anything to the contrary contained herein, and subject to APC’s receipt of payments specified in the Subscription, and in accordance with the EULA if and when all applicable, the Product is licensed (not sold) to Subscriber by APC. APC does not transfer title of the Product to Subscriber. This non-exclusive license only gives Subscriber the right to use and display the content of the Product that is licensed to Subscriber hereunder in accordance with the terms hereof and in accordance with the EULA. Subscriber hereby agrees that to the maximum extent permitted by law, Subscriber will not decompile, reverse engineer, disassemble or otherwise reduce the Product to a human-perceivable form, in whole or in part, and, except as provided for in this license, Subscriber will not copy, modify, network, rent, lease, sublicense, or otherwise distribute the Product in whole or in part. All rights in and to the Product not expressly granted to Subscriber in this Agreement are reserved by APC.

6. Terms of Payment; Late Payments; Authorizations; Refunds and Credits.

(a) Subscriber agrees to pay APC the fee set forth in the Subscription Terms, or, in the event that no such fee is set forth in the Subscription Terms, the published fee in effect at the time of the Subscription, for the Product and all applicable sales, use and similar taxes. Major credit cards (VISA, M/C and American Express) are acceptable. In no event is APC obligated to extend credit to any customer. APC reserves the right at any time to require payment of fees and charges by credit card (even if a different payment method is or was used or agreed to previously with respect to Subscriber’s Subscription). All payments must be made in advance based upon payment terms in accordance with APC’s policy for the particular Product. Some Products may require a one-time setup fee. In the event that Subscriber fails to make timely payment: (i) Subscriber will be responsible for all reasonable expenses (including attorneys’ fees) incurred by APC in collecting such amounts and for the remainder of the amounts due under the Purchase Agreement; and (ii) APC reserves the right to suspend performance of its obligations under this Agreement (or under any other agreement with Subscriber) or to terminate this Agreement (or any other agreement with Subscriber) pursuant to Section 8 hereof. In the event of any attempted credit card charge back or dispute resolved in favor of APC, APC reserves the right to charge Subscriber in the amount of the costs incurred and monies lost by APC.

(b) For purposes of billing, identification, and future communications, Subscriber must provide APC with all information requested by APC at the time Subscriber submits Subscriber’s Subscription or as may be requested thereafter. Without limitation, Subscriber must provide Subscriber’s full legal name, address, telephone number(s), current email address, and applicable payment data (e.g., a credit card number and expiration date). Further, Subscriber must promptly provide APC with all updates necessary to keep such information accurate, current, and complete. The Privacy Statement applies to APC’s collection and use of Subscriber’s personal information.

(c) When payment by credit card is required or otherwise applies, applicable fees and charges will be billed to the credit card that Subscriber designates at the time of Subscriber’s Subscription or a renewal (or such other credit card as Subscriber may designate from time to time and is acceptable to APC). Applicable fees and charges are due and will be billed automatically to Subscriber’s credit card in accordance with the billing cycles or practices adopted by APC from time to time with respect to the applicable Product.

(d) Subscriber hereby authorizes APC to debit Subscriber’s credit card for any and all amounts owed by Subscriber under this Agreement, and Subscriber will keep such credit card as Subscriber registers with APC for this purpose in effect and in good standing and with available open credit sufficient to cover any such amounts arising under this Agreement. If for any reason the credit card that APC has on file for Subscriber becomes, in APC’s understanding or judgment, cancelled, invalid, insufficient, non-authorized, frozen, unavailable, unreliable or for any reason unusable or ineffective for prompt payment to APC, then Subscriber will immediately provide APC with a replacement credit card and related information; all authorizations under this Agreement (including, without limitation, any given at the time of Subscriber’s Subscription, any renewal or any such replacement) will apply to any such replacement credit card(s). In addition, if APC requests that Subscriber provide a back-up credit card, then Subscriber will immediately provide APC with a back-up credit card and related information; all authorizations under this Agreement (including, without limitation, any given at the time of Subscriber’s Subscription or any renewal or upon updating a credit card or providing a back-up credit card) will

apply to any such back-up credit card(s) and APC may debit the primary or any back-up credit card at its discretion, to the extent necessary to satisfy such amounts as are then due from Subscriber under this Agreement. Subscriber authorizes APC, its affiliates, contractors and service providers to have access to, use, store and communicate Subscriber's credit card information, contact information and all other data identifying or pertaining to Subscriber but only insofar as is reasonably related to the performance, enforcement or administration of this Agreement or Subscriber's account or provision or administration of any Product; APC will comply (and require its relevant affiliates, contractors and service providers to comply) with the applicable terms of the Privacy Statement regarding such information.

(e) APC reserves the right to invoice, bill or otherwise request or demand payment from Subscriber in any other lawful method, in which case Subscriber will make payment of such invoice, bill or other demand or request as soon as possible but in no event later than within ten (10) business days after Subscriber's receipt of same. Subscriber is responsible for and shall immediately reimburse APC for (if APC has paid same) all chargebacks, penalties and other related charges, assessments and costs asserted by any credit card company, bank, payment processor or other organization involved in the payment process ("CC Assessments") unless the sole cause of the CC Assessment was APC's breach of this Agreement or violation of applicable law.

(f) Except as expressly set forth in Section 8 hereof, APC will not at any time during the Term be obligated to grant Subscriber any credit or refund in connection with this Agreement.

(g) Notwithstanding any other provision hereof, APC is free at all times to change the fee structure applicable to any Product or Subscription upon notice. In the event that any such change results in Subscriber being responsible for a larger payment than was prior to such change, Subscriber may terminate the applicable Subscription within thirty (30) days after receiving notice of such change.

7. Term and Renewal. The term of this Agreement (the "**Term**") shall consist of the Initial Term and all Renewal Terms (if any).

7.1 Initial Term. The initial term of this Agreement (the "**Initial Term**") shall be as set forth in the Subscription Terms. If the Subscription Terms do not state the duration of the Initial Term, then the Initial Term of this Agreement shall be twelve months (or such other duration as might be indicated by the pricing or invoicing applicable to the Subscription or the relevant Product).

7.2 Renewal. This Agreement may be renewed either by mutual agreement or by way of Auto Renewal as provided for below. The duration/term of any renewal (the "**Renewal Term**") shall be for renewals by mutual agreement, the duration then agreed upon; and for Auto Renewals, the Auto-Renewal Term as provided for below. APC's fees and charges in effect for the applicable Product at the time of any renewal shall apply to such renewal. Such changes may be changed by APC at any time and without notice, but such changes, unless otherwise provided in Subscriber's Subscription Terms, will not apply except for new Subscriptions, renewals and Subscriptions that are on a month to month basis or without any fixed term.

7.3 Auto Renewal. Except as otherwise provided herein, for any Product indicated in the Subscription Terms as being subject to Auto-Renewal, this Agreement shall renew automatically for additional, consecutive terms (each a "**Auto-Renewal Term**") of either the duration set forth in the Auto-Renewal Notice (as defined below) or, if no duration is set forth in the Auto-Renewal Notice, thirty (30) days each (each such renewal, an "**Auto Renewal**"), either at the rate set forth in the Subscription or at the standard rate in effect at the time of such Auto Renewal, as set forth in the Auto-Renewal Notice. Such automatic renewal shall occur and continue unless and until Subscriber elects to terminate this Agreement by timely calling an account executive at APC and communicating such decision to terminate. If Subscriber does not know how to contact an account executive at APC, Subscriber will dial 1-843-834-3418 or such other number provided by APC from time to time. To be timely and effective, such termination notification must occur not later than the last day of the Initial Term or the then current Renewal Term, as confirmed to Subscriber by a subsequent email or other written communication from APC.

8. Termination. APC has the right to terminate this Agreement or any other agreement Subscriber has with APC or its affiliates immediately in the event of any breach by Subscriber of this Agreement or any other agreement Subscriber has with APC or its affiliates, in which event all amounts due through the expiration date of the Term stated on the Subscription Terms shall be immediately due. In addition, in the event that APC, in its sole discretion, permits Subscriber to reinstate any Product after termination, fees may apply to reinstate such Products. Further, this Agreement may be terminated by APC at any time and for any reason effective immediately upon notice to Subscriber, in which case Subscriber shall immediately pay to APC all amounts payable through the effective date stated in such termination notice. Notwithstanding anything to the contrary in this Agreement, Subscriber may, within three (3) business days following the date of Subscriber's Subscription and prior to any use of the Product by Subscriber or provision of any Content by Subscriber to APC, contact APC in writing to cancel Subscriber's Subscription and obtain a refund of Subscriber's Subscription price to the extent Subscriber has prepaid any such amount.

9. Modifications to Agreement. APC may modify this Agreement from time to time in its sole discretion, effective immediately upon notifying Subscriber via one or more of the Customer Notification Methods; it is Subscriber's obligation to timely check for such notifications. The "**Customer Notification Methods**" include (i) the sending of an email message to Subscriber (at the last known email address we have on file for Subscriber); (ii) the posting of a notice on or in the relevant Product itself (if applicable) or in any dashboard or control panel, report or other output associated with the Product or with Subscriber's status as a customer of APC; (iii) posting a revised version of these Standard Terms, or making any other posting announcing such modification, to any of the websites (or their successor site(s)) located at APCdata.net or Pricing.APCdata.net (or on a sub-page of any of those websites); or (iv) any other reasonable method of notifying Subscriber, either orally or in writing (electronic or otherwise). No alleged addition to or modification of this Agreement that is not effected in accordance with the express terms of this Agreement, or is not set forth in a writing expressly purporting to amend this Agreement and formally signed by an officer of APC, will be binding on or effective against APC in any manner or degree whatsoever, including, without limitation, any such additions or modifications asserted based on grounds such as course of dealing, usage of trade, or otherwise, and this applies notwithstanding any specific correspondence or other communications that may occur hereafter.

10. Subscriber's Representations, Warranties and Covenants. Subscriber represents, warrants and covenants that: (a) any provided Content is true, complete and accurate; (b) Subscriber holds the necessary rights to permit the use of such Content by APC in accordance with the license granted herein; (c) Subscriber is a licensed real estate professional in all relevant and applicable jurisdictions in connection with Subscriber's duties or other activities undertaken in connection with this Agreement; (d) Subscriber will comply with all laws, governmental and quasi-governmental rules, laws, treaties and regulations (including, but not limited to, the Fair Housing Act) governing Subscriber's actions under this Agreement and as a licensed real estate professional; (e) Any special offers, incentives or commitments made by Subscriber are the sole responsibility of Subscriber and not APC; and (f) Subscriber has full power and authority to enter into this Agreement and to perform Subscriber's obligations hereunder.

11. Indemnification. Subscriber agrees, at Subscriber's own expense, to indemnify, defend and hold harmless APC and its affiliates and their officers, directors, employees, representatives and agents ("**Indemnified Parties**"), against any and all claims, damages, expenses, losses, costs (including reasonable attorneys' fees and costs) or liability or expenses of any kind incurred by the Indemnified Parties arising out of, related to or in connection with (a) the breach by Subscriber of this Agreement, (b) the Content, or (c) any material, product or service provided by Subscriber, specifically as a result from use of the Products, to any party or person (including without limitation, any warranty claims, consumer protection claims and claims of trademark or copyright infringement, defamation, breach of confidentiality, privacy violation, false or deceptive advertising or sales practices).

12. Disclaimer of Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ALL PRODUCTS PROVIDED BY APC HEREUNDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. APC, ON ITS OWN BEHALF: (a) EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE; (b) DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCT (NOR ANY RESULTS THEREOF) WILL BE UNINTERRUPTED OR DELAYED OR ERROR-FREE; (c) DOES NOT MAKE ANY REPRESENTATIONS OR GUARANTEES REGARDING THE USE OR THE RESULTS DERIVED FROM ANY PRODUCT (OR ANY RESULTS THEREOF), INCLUDING WITHOUT LIMITATION, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, LEAD OR INQUIRY GENERATION, INCREASE IN BUSINESS OR OTHERWISE; (d) WILL NOT HAVE ANY OBLIGATION TO ACCEPT ANY RETURNS OR EXCHANGES OF ANY PRODUCT OR FIX ANY DEFECTS IN THE PRODUCTS; AND (e) SPECIFICALLY DISCLAIMS ANY WARRANTIES THAT ANY PRODUCT OR SERVICES (OR ANY RESULTS THEREOF) WILL FUNCTION OR ARE COMPATIBLE WITH SUCH COMPUTER HARDWARE OR SOFTWARE WITH WHICH SUBSCRIBER OR OTHERS MAY USE TO ACCESS OR UTILIZE THE PRODUCT (OR RESULTS THEREOF). SUBSCRIBER IS SOLELY RESPONSIBLE FOR ENSURING THAT ANY COMPUTER HARDWARE OR SOFTWARE THAT SUBSCRIBER USES IS COMPATIBLE WITH AND/OR FUNCTIONS WITH THE PRODUCT (AND ANY RESULTS THEREOF).

13. Limitation of Liability. SUBSCRIBER AGREES THAT USE OF THE PRODUCTS AND APC SITES IS AT SUBSCRIBER'S OWN RISK. IN NO EVENT SHALL APC BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST BUSINESS, REVENUE OR PROFITS, IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO TORT (INCLUDING NEGLIGENCE), EVEN IF APC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL APC'S TOTAL LIABILITY TO SUBSCRIBER EXCEED IN THE AGGREGATE, REGARDLESS OF THE NUMBER OR TIMING OF CLAIMS, THE AMOUNT ACTUALLY PAID TO APC BY SUBSCRIBER UNDER THIS AGREEMENT.

14. Inquiries and Communications. Subscriber may receive consumer contacts or consumer contact information in connection with certain Products (collectively, "**Inquiries**"). Subscriber agrees to respond to or use each Inquiry only in accordance with APC's then-current Privacy Statement. Subscriber further agrees to respond to or use each Inquiry solely for the purpose of responding to the corresponding consumer's inquiry and/or to provide the service(s) requested by such consumer (as applicable), and to do so in a prompt, courteous and professional manner. Subscriber acknowledges that Inquiries may include consumer telephone numbers or other contact information listed on one or more governmental or quasi-governmental "do not call" lists or similar databases. Subscriber is solely responsible for screening all consumer telephone information and other contact information received from APC against such "do not call" lists and similar databases, and must comply with all applicable laws and regulations, whether "do not call" rules, mobile device rules, marketing email rules or otherwise. In recognition of the importance to APC, its business and reputation of prompt and professional responsiveness by Subscriber regarding Inquiries, and in recognition that consumers might tend to associate any

slow or unsatisfactory responsiveness and/or professionalism with APC, Subscriber agrees that APC (and/or its designated affiliates or contractors) shall at all times be free to provide copies of such Inquiries to Subscriber's broker and/or follow up with and otherwise contact persons associated with Inquiries to assess their satisfaction with Subscriber's responsiveness and professionalism. In order to keep Subscriber apprised of matters potentially of interest to Subscriber, Subscriber authorizes APC and its affiliates, while Subscriber is a customer and thereafter until Subscriber in writing requests subscription discontinuation, to send Subscriber (directly or by way of APC's contractors, and via email, telephone, instant messaging, the Web, PDA, fax (using the fax number(s) provided in connection with any purchase under this agreement or at the request of APC or any of its affiliates), mail, courier, computer or otherwise, and in such form and content, and with such frequency, as APC elects from time to time) renewal, informational, advertising and promotional communications regarding Subscriber's account, Subscriber's customer status, or products, services, data, offerings, initiatives, events or other matters developed, offered, followed, sponsored or promoted by APC or its affiliates or otherwise potentially of interest to Subscriber.

15. General. Subscriber may not assign or transfer this Agreement by operation of law or otherwise without the prior written consent of APC, which consent may be withheld in APC's sole and absolute discretion. This Agreement (a) constitutes the complete expression of the agreement, and (b) supersedes any and all other agreements, whether written or oral, between the parties relating to the subject matter. In the event of any inconsistency between the Subscription and these Standard Terms, these Standard Terms shall control. In the event that any provision of this Agreement shall be held to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement may be executed in counterparts, via facsimile, each of which shall constitute an original but all of which taken together shall constitute one agreement. The parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is created by this Agreement. No party shall be liable for failure or delay in performing its obligations due to an event of force majeure including, without limitation, failure of third-party software or equipment. All rights and remedies hereunder are cumulative. No modification of this Agreement shall be binding on APC unless agreed to in writing by an authorized employee of APC or executive of APC. All notices given under this Agreement shall be sent to the address set forth on the Subscription.

16. Applicable Law; Agreement to Arbitrate.

17.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

17.2 Agreement to Arbitrate. Subscriber and APC agree that any and all disputes or claims that may arise between Subscriber and APC shall be resolved exclusively through final and binding arbitration, rather than in court, except that Subscriber may assert claims in small claims court if Subscriber's claims qualify. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section 17. SUBSCRIBER AGREES THAT SUBSCRIBER AND APC MAY BRING CLAIMS AGAINST EACH OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH SUBSCRIBER AND APC AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. FURTHER, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, as modified by this Section 17. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's website at <http://www.adr.org>. The arbitration shall be held in Charleston County in the state of South Carolina or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, Subscriber or APC may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on Subscriber and APC subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by Subscriber and/or APC, unless the arbitrator requires otherwise. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Section 17.2. If a court decides that any part of this Section 17.2 is invalid or unenforceable, the other parts of this Section 17.2 shall still apply.

These Terms & Conditions are also available in [PDF](#) format.

General Terms

Interpretation of the Terms and Conditions

If any part of the Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations contained herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms and Conditions shall continue in effect. Unless otherwise specified herein (or in any other definitive written agreement between Subscriber and APC), the Terms and Conditions constitutes the entire agreement between Subscriber and APC with respect to APC, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Subscriber and APC with respect to APC. A printed version of the Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Copyright

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Pursuant to Title 17, United States Code, Section 512, notifications of claimed copyright infringement should be sent to APC's Designated Agent set forth below. All inquiries must be filed in accordance with Title 17, United States Code, Section 512.

APC Data Analytics, LLC

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