

## **GuardEx Terms of Service**

**Entity Name:** Guard-Ex Inc.

**Entity Number:** 14647891-0142

**Principal Office Address:** 130 North 1500 East, Ballard, UT 84066

**Mailing Address:** 130 North 1500 East, Ballard, UT 84066

**Effective Date:** April 16, 2026

### **1. Acceptance of Terms**

By accessing or using GuardEx ("Service"), including mobile applications, hardware, and related services, you agree to be bound by these Terms of Service ("Terms"). If you do not agree, do not use the Service.

### **2. Description of Service**

GuardEx provides a platform consisting of mobile applications, hardware devices, fleet monitoring tools, maintenance insights, and related logistics and safety services.

### **3. User Accounts**

You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account.

### **4. Acceptable Use**

You agree not to:

- Use the Service for unlawful purposes
- Interfere with system security or integrity
- Attempt unauthorized access

### **5. Data and Content**

You retain ownership of data you provide. By using the Service, you grant GuardEx a license to use, process, and analyze data to provide, maintain, and improve services.

### **6. Hardware Disclaimer**

GuardEx may provide hardware devices. Outputs are for informational purposes only and do not replace proper inspections, maintenance procedures, or professional judgment.

### **7. Service Availability**

We do not guarantee uninterrupted or error-free access. Services may be modified or discontinued at any time.

## **8. Fees and Payments**

If applicable, you agree to pay all fees associated with your use of the Service.

## **9. Limitation of Liability**

To the maximum extent permitted by law, GuardEx shall not be liable for indirect, incidental, consequential, or punitive damages, including mechanical failures, accidents, or operational losses.

## **10. Termination**

We may suspend or terminate access for violations of these Terms.

## **11. Governing Law**

These Terms are governed by the laws of the State of Utah, with venue in Duchesne County, Utah.

## **12. Changes to Terms**

We may update these Terms at any time. Continued use constitutes acceptance.

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