



# **SURELEASE-RES TERMS OF SERVICE**

## **1. SERVICES PROVIDED**

SureLease-Res ("Service Provider") provides residential address services and related compliance solutions ("Services") to enable individuals ("Client") to establish and maintain South Dakota residency for legal purposes, including but not limited to relocation, driver's license acquisition, voter registration, tax purposes, and vehicle registration.

## **2. CLIENT ELIGIBILITY**

Client must be at least 18 years of age and legally able to enter into binding contracts. Client must provide accurate personal information and maintain up-to-date contact information throughout the service period. Client agrees to use the Services for lawful purposes only.

## **3. SERVICE TERMS**

### **3.1 Residential Address Usage**

Client is authorized to use the assigned residential address ("Address") for establishing South Dakota residency, receiving mail, and for official documentation purposes. Physical occupancy of the Address may be included, and specific arrangement must be arranged prior to on-site presence.

### **3.2 Documentation**

Service Provider will prepare and maintain documentation including but not limited to residential lease agreements, address verification letters, and residency affidavits. Client authorizes Service Provider to prepare these documents on Client's behalf.

### **3.3 Mail Handling**

If mail services are included in Client's package, all mail will be handled according to Client's selected preferences. Mail sent to leased address will be picked up weekly. Service Provider is not responsible for lost, delayed, or damaged mail once forwarded from the Address.

### **3.4 Compliance Support**

Service Provider will provide guidance regarding South Dakota residency requirements but does not guarantee approval of any government application or filing. Client remains responsible for completing all necessary government processes.

## **4. PAYMENT TERMS**

### **4.1 Fees**

Client agrees to pay all fees according to the selected service package. Current rates include 2.99% online processing fees and may be updated with 30 days' notice.

### **4.2 Payment Schedule**

Payments are due monthly or annually as specified in Client's service agreement and all accounts are set to autopay via credit card or ach methods. Service Provider reserves the right to suspend services for accounts more than 15 days past due.

### **4.3 Refunds**

No refunds will be issued for partial months of service. Annual subscriptions may be eligible for partial refunds at Service Provider's discretion, less a cancellation fee.

## **5. CLIENT RESPONSIBILITIES**

### **5.1 Lawful Use**

Client agrees to use the Services for lawful purposes only and in compliance with all federal, state, and local laws and regulations.

### **5.2 Accurate Information**

Client must provide and maintain accurate personal information. Any changes to contact information must be reported to Service Provider within 10 days.

### **5.3 Prohibited Activities**

Client shall not:

- Use the Address for illegal activities
- Allow third parties to use the Address without written permission
- Represent themselves as the property owner or landlord
- Conduct business activities requiring business licensing at the Address unless specifically permitted in writing
- Physically occupy the Address without express written permission and additional arrangements

## **6. TERM AND TERMINATION**

### **6.1 Term**

This agreement commences on the date of service activation and continues until terminated by either party according to these terms.

### **6.2 Termination by Client**

Clients may terminate services with 30 days' written notice. Client is responsible for updating all government agencies, financial institutions, and other entities regarding their change of address.

### **6.3 Termination by Service Provider**

Service Provider may terminate services with 30 days' written notice for any reason, or immediately for Client's violation of these terms. Upon termination for violation, Client must immediately cease using the Address for any purpose.

### **6.4 post-termination**

Upon termination, Client must immediately cease representing the Address as their residence and update all government and private entities with their new address. Mail forwarding may continue for up to 30 days for an additional fee.

## **7. LIMITATION OF LIABILITY**

Service Provider's liability is limited to the amount paid by Client for Services during the previous six months. Service Provider is not liable for any indirect, consequential, incidental, or special damages arising from the use of Services.

## **8. INDEMNIFICATION**

Client agrees to indemnify and hold harmless Service Provider, its employees, agents, and affiliates from any claims, damages, liabilities, and expenses arising from Client's use of the Services or violation of these terms.

## **9. PRIVACY AND CONFIDENTIALITY**

Service Provider will maintain Client's personal information in accordance with its Privacy Policy. Service Provider will not disclose Client's information to third parties except as required by law or as necessary to provide the Services.

## **10. MODIFICATIONS**

Service Provider may modify these Terms of Service with 30 days' written notice to Client. Client's continued use of Services after such notice constitutes acceptance of the modified terms.

## **11. GOVERNING LAW**

These Terms of Service shall be governed by the laws of the State of South Dakota. Any disputes arising from these terms shall be resolved in the courts of South Dakota.

## **12. ENTIRE AGREEMENT**

These Terms of Service, along with the service agreement and any addenda, constitute the entire agreement between Client and Service Provider regarding the Services.

By purchasing or using the SureLease-Res services, Client acknowledges having read, understood, and agreed to these Terms of Service.

Last Updated: April 2025