

Terms of Use

Last updated: May 29, 2026

SRM Development, LLC, together with its subsidiaries and affiliates, is a leader in real estate and construction in high barrier, urban markets across the western United States. [Project Trade Name Name] is an SRM property. To learn more about SRM, please visit [Who We Are](#).

The digital services that SRM (together, "SRM", "us," "our," and "we") provides are subject to these Terms of Use (the "Terms"), including our websites, apps, Wi-Fi, and any other digital experiences we provide (together, the "Services") that link here.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY SERVICES, AS THESE TERMS AFFECT YOUR LEGAL RIGHTS. BY AGREEING TO THE TERMS, YOU AGREE THAT ALL DISPUTES BETWEEN US WILL BE RESOLVED BY BINDING ARBITRATION, WITH SOME EXCEPTIONS DESCRIBED IN <<SECTION 14>> BELOW. YOUR AGREEMENT TO ARBITRATION MEANS YOU ARE GIVING UP THE RIGHT TO GO TO COURT AND THE RIGHT TO A TRIAL BY JURY, AND INSTEAD, DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. YOU ALSO AGREE THAT ALL DISPUTES BETWEEN US, WHETHER IN COURT OR IN ARBITRATION, WILL BE BROUGHT ONLY ON AN INDIVIDUAL BASIS AND YOU WAIVE YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. PLEASE SEE <<SECTION 14>> OF THIS AGREEMENT FOR FURTHER DETAILS.

Please review the <SRM Privacy Statement> to learn about the personal information we collect, how we handle personal information, when we share personal information, and how you can exercise your privacy rights. When using the Services or interacting with us through the Services, your information is shared with and processed by our service providers who provide us certain digital technology. To the extent permitted by law, by agreeing to these Terms, you consent to SRM's collection, use, and disclosure of your personal information as described in the <SRM Privacy Statement>.

1. ACCEPTANCE & GENERAL TERMS

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU USE OUR SERVICES. BY USING OUR SERVICES, YOU AGREE TO THESE TERMS.

We reserve the right, at our sole discretion, to modify, add or remove portions of these Terms at any time. You can always access the most current version of the Terms using the "Terms of Use" link we provide, including at the bottom of our websites. When we update or modify the Terms, we will indicate the date it was last updated at the top of this page. If you use our Services after the Terms have been updated, you agree to the terms of the updated version.

Our Services may contain links to third-party websites and services not controlled by us. SRM is not responsible for and does not endorse their content, including any information or materials contained therein.

Your use of our Services, or features or offers contained therein, may be subject to additional terms. In the case of any conflict, the Terms set forth herein will control. You understand and agree that SRM may

update, modify, or terminate the Services or your access from time to time. If you are not satisfied with the Services following such changes, your sole remedy is to discontinue use of those Services.

2. USE OF THE SERVICES AND CONTENT

The Services and all content associated with the Services, such as pictures, floorplans, articles, video, text, images, icons, graphics, illustrations, code, designs, “look and feel,” data, and compilations (together, the “**Content**”), are intended for your personal use. SRM attempts to be as accurate as possible when it comes to Content, including the availability of information we provide, though as described below, we do not guarantee the accuracy of such information.

The Services and the Content, as well as the selection, coordination, compilation, and arrangements of the Services and Content, are (a) protected by applicable trade dress, copyright, trademark, patent, and other intellectual property laws in the United States and internationally, and (b) owned and controlled by SRM or SRM’s licensors or providers.

Provided you abide by all additional copyright notices, information, or restrictions contained in any Content accessed through the Services, you may download, copy, print, or share the Content and other downloadable items displayed on the Services for your personal use only. You must obtain prior written permission from SRM or the copyright holder to use Content for purposes other than your personal, non-commercial use.

Except as provided in these Terms, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, communicate to the public or in any way exploit, any of the Content or the Services in whole or in part.

3. APPLICANT AND RESIDENT ACCOUNTS

You must be at least eighteen (18) years old to create a user account. When you register for a user account, we ask you to provide personal information, such as your name, email address, phone number, and password. When you submit an online residential application, we ask you to provide additional information, including information about your income, assets, and housing needs. You will not use a false name or create an account for anyone but yourself without permission. You will not create more than one user account or provide information on your application that is false or inaccurate.

You are responsible for all usage or activity on your account, including use of the account by any third party authorized by you to use your login credentials. We may disable your account if we determine, in our sole discretion, that you have violated our policies, these Terms, a rental agreement with any of our properties, or applicable law.

You agree and understand that you are responsible for maintaining the confidentiality of your password. Accordingly, you agree that you will be solely responsible for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, or unauthorized disclosure of your account information, you agree to notify us immediately through our Contact us page.

4. APPLICANT AND RESIDENT PAYMENTS

You may make online payments to SRM using the RentCafe payment platform operated by Yardi Systems. For more information, please see the [RentCafe Terms of Service](#) and [RentCafe FAQs](#) . Any payment card or bank information provided by you on the payment platform will be processed by Yardi Systems in accordance with the [RentCafe Privacy Policy](#). You are responsible for keeping your card or bank information up to date and managing recurring payments in the RentCafe payment platform.

5. WI-FI USE

We may offer, but are under no obligation to provide, Wi-Fi Services at our properties. Your use of the Wi-Fi is subject to these Terms and at your own risk. We do not guarantee that the Wi-Fi Services will operate with any certain level of information security or performance standards, such as speed, bandwidth, strength, and range. You are solely responsible for ensuring the security of your own device, including using personal firewalls and antivirus software. Temporary or permanent interruptions in the Wi-Fi Service may occur. SRM is not responsible or liable for such interruptions or any loss of data or communications resulting from such interruptions.

6. AI CONTENT AND FEATURES

The Services may contain (a) Content generated by artificial intelligence (“AI”) or other automated technology, and (b) features and functionality that are labeled or described by us as (or including, using, or powered by) AI. SRM makes no representations or warranties and provides no indemnities with respect to the accuracy of Content or the output of such features and functionality. You authorize SRM and our service providers to store and use your input, including any text, files, images, or other materials you provide using the AI Services, and any outputs for the purposes of providing you, monitoring, and improving the AI Services, enforcing the Terms and policies, and complying with applicable laws. You should review the output of such features. Your use of AI Services is at your sole risk.

7. SOFTWARE AND APPS

We grant you a limited, non-exclusive, non-sublicensable, revocable, and non-transferable license to use any downloadable software or apps we provide to use in accordance with these Terms and any additional terms that may apply. You may not sublicense, assign, or transfer any licenses granted by us, and any attempt at such sublicense, assignment or transfer will be null and void. You may not copy, distribute, modify, reverse engineer, or create derivative works from the downloadable software or apps.

You may also be required to update the software or apps to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply.

If the software or apps that you access or use is downloaded from a mobile app platform or app store:

- Both you and SRM acknowledge that the Terms are concluded between you and SRM only, and not with the provider of the app platform or store. The provider of the app platform or store is not responsible for the software, apps, or the Services or any related support, claims, or disputes.

- The downloadable software or apps are licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services.
- You will only use the downloadable software or apps on a device you own.
- We acknowledge and agree that the provider of the app platform or store is a third-party beneficiary of these Terms, and that upon your acceptance of these Terms, such provider will have the right to enforce these Terms against you as the third-party beneficiary of the Terms.
- If necessary, the provider of the app platform or store grants you any rights needed to ordinarily use the software or apps.

8. PROHIBITED USE OF THE SERVICES AND CONTENT

You may not:

- Use our Services or Content in any way that (a) violates any applicable federal, state, local, or international law or regulation, (b) infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person, or (c) harms you, the Services, or others (e.g., threatening, stalking, or harassing others).
- Attempt to gain unauthorized access to any portion or feature of our Services, an account, or any other systems or networks connected to the Services by hacking, password mining or spraying, or any other illegitimate means.
- Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with the operation, use, or enjoyment of the Services.
- Attempt (or assist in anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Services, Content, or any features of the Services, or make any unauthorized use of the Services.
- Collect Content, data, or information from the Services, or complete a transaction or place an order with SRM through the Services, using automated means, including through the use any spider, bots, scripts, software, or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process designed to data mine or scrape information from a website or service.
- Use the Services or Content for the development of any model, algorithm, or generative AI tool.
- Use services, software, or any manual or automatic device, tool, or process designed to circumvent any restriction, condition, or technological measure that controls access to the Services or Content in any way, including overriding any security feature, bypassing or circumventing any access controls, or use limits of the Services.

- Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any transaction being conducted on the Services, or with any other person's use of the Services.
- Impersonate or attempt to impersonate a SRM employee, another user, or any other person or entity.

9. THIRD-PARTY WEBSITES AND SERVICES

Our Services contain links to third-party websites or integrated experiences with third-party service providers which enable you to use or access third-party services. For example, you may register for an account using your Apple or Google Account.

These third-party websites and services are governed by their own terms of use and privacy policies. SRM does not control, endorse, recommend, or otherwise accept responsibility for third-party websites or services. You are responsible for deciding if you want to access or use third-party websites or services and you accept the risk in doing so. If you have questions regarding third-party websites or services, please direct them to the owner or operator. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

10. COMMUNICATIONS & FEEDBACK

You consent to receive communications from us electronically to the email address or phone number you provide. You agree that all notices, disclosures, and other communications that we deliver to your email address will satisfy any legal requirement that such communications be in writing.

Through the Services, or anytime you visit us, you may opt in to receive promotional messages to an email address or mobile number you provide to us. When you opt into any of these types of communications, you understand you will receive and consent to marketing, transactional, and other messages from SRM which may be sent by our marketing services providers. Messages may be sent using automated technology and message frequency varies. Your mobile carrier's message and data rates may apply. You may opt out of marketing email messages by using the 'unsubscribe' mechanism in our email messages, and you can opt-out of receiving text messages by texting STOP at any time.

You have no obligation to provide us with comments, know-how, ideas, suggestions, enhancements, recommendations, or proposals ("**Feedback**"). However, if you submit Feedback to us, you grant SRM permission to use your Feedback in connection with the Services, our products, and our operations, including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Feedback, as well as the right to sublicense such rights to any SRM service provider, supplier, or agent. Any Feedback you provide us shall be deemed non-confidential. No compensation will be paid with respect to the use of the Feedback. By providing Feedback you warrant and represent that you own or otherwise control all the rights to your Feedback including, without limitation, all the rights necessary for you to grant us the rights to use the Feedback as described herein.

Please review the <[SRM Privacy Statement](#)> to learn about the personal information we collect, how we handle personal information, and how you can exercise your privacy rights.

11. SOCIAL MEDIA

From time to time, we may engage with you on social media channels. For example, SRM may reach out to you and ask for permission to use content you posted on social media channels including photography, videos, captions, and related content. Unless you and SRM agree in writing to different terms, when you agree to allow SRM to use your social media content:

- SRM will have the worldwide and perpetual right, without payment to you, but not the obligation, to publish your social media content on the Services, in our physical locations, on social media channels, and on our partner or distributors digital properties in any form; and
- You represent and warrant that (a) you have the right to grant SRM the right to use your social media content as set forth in these Terms and such use by SRM will not violate the rights of any third party; and (b) any statements or testimonials that are included in your social media content are true and accurate and represent your current honest opinions, findings, beliefs, and/or experiences

12. LIMITATION OF LIABILITY

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL SRM, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, OWNERS, EMPLOYEES, DISTRIBUTORS, SUPPLIERS, CONTENT PROVIDERS, AND LICENSORS (TOGETHER, THE “**SRM PARTIES**”) BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE SERVICES OR CONTENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, LOST REVENUES, OR LOST GOODWILL, OR COMPUTER FAILURE OR MALFUNCTION. THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE SRM PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE AFOREMENTIONED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNENFORCEABLE, THEN THE SRM PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

NOTHING IN THIS SECTION IS INTENDED TO LIMIT SRM'S LIABILITY FOR DAMAGES TO THE EXTENT CAUSED BY SRM'S OWN GROSS NEGLIGENCE OR INTENTIONAL OR UNLAWFUL MISCONDUCT. ADDITIONALLY, NOTHING IN THIS SECTION IS INTENDED TO LIMIT OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE LIMITED OR ALTERED UNDER APPLICABLE LAW. SRM RESERVES ALL LEGAL RIGHTS TO RECOVER DAMAGES OR OTHER COMPENSATION UNDER THESE TERMS OR AS ALLOWED BY LAW.

13. REPRESENTATIONS AND WARRANTIES | INDEMNIFICATION

SRM PROVIDES THE SERVICES AND CONTENT AS-IS AND WITHOUT ANY WARRANTIES. YOUR USE OF THE SERVICES AND CONTENT IS AT YOUR OWN RISK. WE ARE NOT LIABLE FOR ANY INACCURACY, RELIABILITY, OR ERRORS IN ANY SERVICES OR CONTENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, OUR SERVICES AND CONTENT ARE PROVIDED AS-IS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SRM DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THE SERVICES OR CONTENT WILL BE ACCURATE, RELIABLE, AVAILABLE, UNINTERRUPTED, OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES ARE FREE FROM VIRUSES, WORMS, OR OTHER HARMFUL CODE.

YOUR SOLE REMEDY AGAINST SRM FOR DISSATISFACTION WITH THE SERVICES OR CONTENT IS TO STOP USING THEM. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES OF THESE TERMS.

You represent, warrant and covenant that: (a) you are at least eighteen (18) years old and (b) if you are under eighteen years old, your parent or legal guardian has read these Terms of Service and agreed to them and your use of the Services and Content. You hereby indemnify, defend and hold harmless SRM Parties from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of: (y) any breach by you or any user of your SRM account of these Terms or the foregoing representations, warranties and covenants; or (z) your gross negligence or willful misconduct. You must cooperate as fully as reasonably required in the defense of any such claim. SRM reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

14. DISPUTES | BINDING ARBITRATION AND CLASS ACTION WAIVER

THIS SECTION 14 DESCRIBES HOW WE WILL SETTLE DISPUTES BETWEEN US.

You and SRM agree to arbitrate, and empower the arbitrator with the exclusive authority to resolve, all disputes between you and SRM, except (a) disputes relating to the enforcement of SRM's intellectual property rights and (b) disputes that meet the requirements to be heard in small claims court. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1-16 (the "FAA"). "Disputes" include any dispute, action, or other controversy between us concerning the Services, Content, or these Terms, whether in contract, tort, warranty, statute or regulation, or other legal or equitable basis, and includes the validity, enforceability or scope of the Terms, including disputes and any claim that all or any part of these Terms or this Section 14 are void or voidable. Our agreement to arbitrate shall be given the broadest possible meaning that will be enforced.

YOUR AGREEMENT TO ARBITRATION MEANS THAT FOR ALL COVERED CLAIMS, YOU ARE GIVING UP YOUR RIGHT TO FILE A LAWSUIT IN COURT AND THE RIGHT TO A TRIAL BY JURY. INSTEAD, YOU WILL HAVE A HEARING BEFORE A NEUTRAL ARBITRATOR.

The parties agree to keep the arbitration confidential, including the existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders or awards made in the arbitration. This information concerning arbitration must not be disclosed to any third party except the tribunal, the parties, their counsel, experts, witnesses, accountants and auditors, insurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose arbitration confidential information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings.

In the event of a dispute, you or SRM must send to the other party a notice of dispute, which is a written statement that sets forth the name, address, and contact information of the party giving the notice, the facts giving rise to the dispute, and the relief requested. You must send any notice of dispute to the address below. We will send any notice of dispute to you at the contact information we have for you. You and SRM will attempt in good faith to resolve a dispute through informal negotiation by participating in a dispute resolution conference within sixty (60) days from the date the notice of dispute is sent. If you are represented by counsel, your counsel may participate in the dispute resolution conference, but you must be present and must participate in the conference as well. Engaging in this informal dispute resolution process is a prerequisite to commencing arbitration. After sixty (60) days, you or we may commence arbitration. Any applicable statute of limitations period and all arbitration filing fee deadlines shall be tolled from the date that a fully complete notice of dispute is received by the other party to and including the date the dispute resolution conference is held. **You must send any notice of dispute to: SRM Development, LLC, ATTN: Legal, 111 N Post, Suite 200, Spokane, WA 99201.**

If, during the informal dispute resolution process described above, SRM makes a written offer to resolve the parties' dispute pursuant to which SRM will provide all the relief sought in your notice of dispute, including paying you the full amount of your alleged damages set forth therein, you understand that an arbitrator will have the right to award arbitration fees against you should the arbitrator decide that you were unreasonable in continuing to pursue the matter despite SRM's offer. If you and SRM do not resolve a dispute by informal negotiation or in small claims court, the dispute will be resolved exclusively by final and binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the U.S. FAA. Arbitration will be administered by the American Arbitration Association (the "AAA") and conducted using the AAA's Consumer Arbitration Rules and, if applicable, its Mass Arbitration Supplementary Rules. Either you or SRM can file a Demand for Arbitration with the AAA. The demand must include:

- the name and contact information of the party initiating arbitration.
- the legal claims being asserted.
- a detailed explanation of the factual basis for those claims; and
- a detailed explanation of the nature and the amount of the relief sought.

Filing a Demand that does not include the above information may result in the rejection of your Demand for Arbitration. For more information about the AAA, visit www.adr.org or, in the United States, call 800-778-7879.

Arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual claim.

If the administrative fees, arbitrator fees, and filing fees associated with the arbitration exceed \$250 USD, SRM agrees to pay any such administrative, arbitrator, and filing fees exceeding \$250 on your behalf, subject to ultimate allocation by the arbitrator. If you can demonstrate that the cost of initiating your claims in a court of law would be less than \$200, SRM will pay the portion of the administrative, arbitrator, and filing fees that exceed the demonstrated cost of initiating your claims in court. In addition, if you can demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, SRM

will pay as much of your fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

If the arbitrator finds at any time that a claim was filed frivolously or in bad faith, then the filing party will reimburse the other party for all costs and fees, including attorneys' fees, associated with that claim.

You or SRM may initiate arbitration in either Spokane, WA or the county in which you reside. If you select the county of your residence, SRM may transfer the arbitration to Spokane, WA if it agrees to pay any additional fees or costs you incur as a result of the change in location as determined by the arbitrator.

The arbitrator's decision shall be based on these Terms and any of the other agreements referenced herein that you may have entered in connection with the Services. Unless doing so violates applicable law, the arbitrator shall apply Washington law consistent with the FAA, and applicable statutes of limitations, and shall honor claims of privilege recognized at law.

WE AGREE THAT ALL PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS. NEITHER YOU NOR SRM WILL SEEK TO HAVE A DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. ARBITRATION WILL ONLY DECIDE THE INDIVIDUAL CLAIMS OF YOU AND SRM; IT IS AGREED THAT NO ARBITRATION OR PROCEEDING CAN BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO THE ARBITRATION OR PROCEEDING.

If more than 250 arbitration demands are filed against SRM relating to substantially the same business decision or underlying facts by individuals who followed the procedures set forth herein and are represented by the same counsel or coordinated counsel, and if no substantive ruling has been made in an arbitration between you and SRM relating to that decision or those facts, then both you and SRM have the unilateral right to opt out of this arbitration provision and have your dispute heard in state or federal courts in Spokane, WA by sending a written notice to the other party.

If any provision of this Section 14 of the Terms are found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. However, if the class action waiver or the procedure described above for circumstances involving 250 or more substantially similar arbitration demands are found to be illegal or unenforceable then the entirety of this arbitration provision shall be null and void, and neither SRM nor you shall be entitled to arbitrate their dispute. In such event, you agree to bring all claims arising out of or related to these Terms or the Services in either the state or federal courts in Spokane, WA. If litigation ensues for any reason, both you and SRM agree to waive any right to a trial by jury. Further, notwithstanding any other language in this arbitration provision, neither you nor SRM should be precluded from seeking remedies in small-claims court for disputes or claims within the scope of its jurisdiction.

You have the right to opt out and not be bound by our agreement to arbitrate disputes set forth in this Section 14 by sending written notice of your decision to opt out to: **SRM Development, LLC, ATTN: Legal / Arbitration Opt-Out, 111 N Post, Suite 200, Spokane, WA 99201**. The opt-out notice must be sent within thirty (30) days of (a) May 29, 2026 or (b) your first use of the Services, whichever is later. Otherwise, you

shall be bound to arbitrate disputes in accordance with the terms of this Section 14. If you opt out, you may exercise your right to a trial by jury or judge, as permitted by applicable law, and SRM will not be bound to the agreement to arbitrate disputes.

ALL PROVISIONS OF THIS DISPUTE SECTION WILL SURVIVE TERMINATION OF THESE TERMS.

15. MISCELLANEOUS

- SRM makes no representation that the Services are appropriate or available outside of the United States. If you use the Services from other locations, you are responsible for compliance with applicable local laws.
- These Terms are governed by and construed in accordance with the laws of the State of Washington and the laws of the United States, without giving effect to any conflict of law principles (whether in the jurisdiction selected above or any other jurisdiction).
- SRM may, in its sole discretion, terminate or suspend your access to all or part of the Services for any reason, including, without limitation, breach or assignment of these Terms.
- The provisions of these Terms which by their nature should survive the termination of these Terms will survive such termination.
- Each of the terms and conditions in these Terms are severable and operate separately. If any of them are unlawful, void, or unenforceable, then the remaining terms and conditions will remain in full force and effect.
- No waiver of any provision of these Terms by us will be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.
- Except as expressly set forth in the section above regarding downloadable software or apps, you and SRM agree there are no third-party beneficiaries intended under these Terms.
- The Terms constitute the sole and entire agreement between you and SRM regarding the Services and Content and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding same.

If you have any questions about the Terms, the Services, our Content, or our products, please send us message by using this [form](#).