# TERMS AND CONDITIONS

**Compliance Experts LLC**

A Colorado Limited Liability Company

Last Updated: August 2026

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## 1. INTRODUCTION AND AGREEMENT TO TERMS

Welcome to the website of **Compliance Experts LLC** ("Company," "we," "us," or "our") DBA **Compliance Experts**. These Terms and Conditions ("Terms") govern your access to and use of our website, as well as any consulting services, deliverables, or resources provided by Compliance Experts LLC.

By accessing or using our website, engaging our services, or otherwise interacting with Compliance Experts LLC, you ("Client," "you," or "your") acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety. If you do not agree with any provision of these Terms, you must discontinue use of our website and services immediately.

These Terms are effective as of **August 2026** and apply to all visitors, clients, and users of the website and services.

## 2. COMPANY INFORMATION

Compliance Experts LLC is an independent energy and business compliance consulting firm organized as a limited liability company under the laws of the State of Colorado. The Company provides advisory and consulting services to commercial, multifamily, and manufacturing property owners and operators throughout Colorado and, where applicable, in other jurisdictions.

# 3. SERVICES OVERVIEW

Compliance Experts LLC offers professional consulting services in the following areas:

- **Energy Benchmarking** — Assistance with building energy performance tracking, data collection, and reporting in accordance with applicable local and state requirements.
- **Regulatory Compliance Guidance** — Advisory services related to Colorado energy regulations, including Energize Denver compliance requirements, building performance standards, and related regulatory frameworks.
- **Building Energy Code Consulting** — Guidance on building energy code requirements, code compliance strategies, and best practices for new construction and existing buildings.
- **Compliance Program Development** — Design and implementation of internal compliance programs tailored to a client's portfolio, operational structure, and regulatory obligations.
- **Lease Negotiations Support** — Advisory input on energy-related lease provisions, green lease clauses, and tenant-landlord compliance responsibilities.
- **Branded Educational Resources** — Development of custom guides, checklists, toolkits, and educational materials for client organizations.
- **Strategic Advisory** — Operational best practices, strategic planning for regulatory preparedness, and long-term energy compliance positioning.

**Important Disclaimer:** All services provided by Compliance Experts LLC are advisory and informational in nature. The Company does not provide legal advice, engineering services, architectural services, or licensed contracting services. Clients are encouraged to consult qualified attorneys, licensed engineers, or other appropriate professionals for matters requiring such expertise.

# 4. USE OF WEBSITE

## 4.1 Acceptable Use

You agree to use our website only for lawful purposes and in a manner consistent with these Terms. You may access, view, and download materials from the website for your personal or internal business use, subject to the intellectual property restrictions set forth in Section 5.

## 4.2 Prohibited Conduct

You agree not to engage in any of the following activities:

- Using any automated system, including but not limited to bots, scrapers, spiders, or crawlers, to access, copy, or collect content or data from the website without prior written consent.
- Attempting to gain unauthorized access to any portion of the website, its servers, or any systems or networks connected to the website.
- Interfering with or disrupting the operation, security, or integrity of the website or any associated infrastructure.
- Uploading, transmitting, or distributing any viruses, malware, or other harmful code through the website.
- Using the website to transmit unsolicited commercial communications (spam) or for any fraudulent or deceptive purpose.
- Reproducing, distributing, modifying, or creating derivative works from website content without express written authorization.
- Misrepresenting your identity or affiliation with any person or entity while using the website.

## 4.3 Website Content Ownership

All content published on the Compliance Experts LLC website — including but not limited to text, graphics, logos, icons, photographs, audio clips, video content, data compilations, page layout, and underlying code — is the property of Compliance Experts LLC or its

content suppliers and is protected by United States and international copyright, trademark, and other intellectual property laws.

# 5. INTELLECTUAL PROPERTY

## 5.1 Ownership

All branded resources, guides, checklists, templates, calculators, toolkits, educational materials, reports, frameworks, methodologies, and other deliverables created or provided by Compliance Experts LLC (collectively, "Company Materials") are and shall remain the exclusive property of Compliance Experts LLC. This includes materials developed in the course of a client engagement, unless otherwise explicitly agreed in a separate written agreement.

## 5.2 Limited License

Upon payment of applicable fees, clients receive a limited, non-exclusive, non-transferable, revocable license to use Company Materials solely for their own internal business purposes. This license does not grant the right to:

- Redistribute, resell, sublicense, or otherwise transfer Company Materials to any third party.
- Modify, adapt, or create derivative works based on Company Materials without prior written consent.
- Remove, alter, or obscure any proprietary notices, trademarks, or branding from Company Materials.
- Use Company Materials for purposes other than those contemplated by the applicable engagement or service agreement.

## 5.3 Trademarks

The Compliance Experts LLC name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Compliance Experts LLC. You may not use such marks without the prior written permission of the Company.

# 6. CLIENT RESPONSIBILITIES

**6.1 Accuracy of Information.** Clients are solely responsible for providing accurate, complete, and timely information necessary for the performance of consulting services, including but not limited to building data, energy consumption records, utility account information, square footage, occupancy details, and operational data required for benchmarking and compliance reporting.

**6.2 Consequences of Inaccurate Data.** Compliance Experts LLC shall not be responsible or liable for any inaccuracies, errors, omissions, or adverse outcomes in deliverables, reports, or compliance filings that result from incomplete, incorrect, or untimely data supplied by the client or the client's agents, tenants, or contractors.

**6.3 Cooperation.** Clients agree to cooperate with Compliance Experts LLC in good faith, including providing reasonable access to facilities, personnel, and documentation as may be necessary for the Company to perform its services effectively.

**6.4 Compliance Obligations.** Clients acknowledge that they retain ultimate responsibility for compliance with all applicable laws, regulations, codes, and ordinances. Engagement of Compliance Experts LLC does not transfer or delegate any legal compliance obligation from the client to the Company.

# 7. DISCLAIMERS AND LIMITATION OF LIABILITY

## 7.1 Disclaimer of Warranties

All services, deliverables, and website content provided by Compliance Experts LLC are offered on an **"as is"** and **"as available"** basis for informational and advisory purposes only. To the fullest extent permitted by applicable law, the Company expressly disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement.

## 7.2 Nature of Services

Compliance Experts LLC is **not** a law firm, architectural firm, or licensed contractor. The Company's guidance, recommendations, and deliverables do not constitute and shall not be construed as:

- Legal advice or legal opinions.
- Professional architectural services.
- Licensed contracting or construction services.
- Guarantees of specific regulatory outcomes, inspection results, fine avoidance, or compliance determinations by any governmental authority.

### 7.3 No Guarantee of Outcomes

While Compliance Experts LLC endeavors to provide accurate and useful guidance, the Company makes no representation or warranty that its services will result in any specific regulatory outcome, approval, certification, or avoidance of fines, penalties, or enforcement actions. Regulatory requirements are subject to change, and governmental authorities retain sole discretion over compliance determinations.

### 7.4 Limitation of Liability

To the maximum extent permitted by applicable law, the total aggregate liability of Compliance Experts LLC, its members, managers, employees, agents, and contractors, arising out of or related to these Terms, the website, or any services provided, regardless of the theory of liability (whether in contract, tort, negligence, strict liability, or otherwise), shall not exceed the total amount of fees actually paid by the client to Compliance Experts LLC for the specific engagement giving rise to the claim.

In no event shall Compliance Experts LLC be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to loss of profits, revenue, data, business opportunities, or goodwill, even if the Company has been advised of the possibility of such damages.

## 8. CONFIDENTIALITY

**8.1 Definition.** "Confidential Information" means any non-public information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") in connection with the services, whether disclosed orally, in writing, electronically, or by any other means, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, building data, energy consumption records, financial information, business strategies, proprietary methodologies, client lists, and unpublished deliverables.

**8.2 Obligations.** The Receiving Party agrees to: (a) hold Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party; and (c) use Confidential Information solely for the purposes of the engagement and not for any other purpose.

**8.3 Exceptions.** Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure without any obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or (d) is rightfully received from a third party without restriction on disclosure.

**8.4 Compelled Disclosure.** If the Receiving Party is required by law, regulation, or court order to disclose Confidential Information, the Receiving Party shall, to the extent legally permissible, promptly notify the Disclosing Party in writing prior to such disclosure and cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy. If such protective order or remedy is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information which is legally required to be disclosed.

# 9. PAYMENT TERMS

**9.1 Fees.** Fees for services shall be as quoted in individual proposals, statements of work, or service agreements executed between Compliance Experts LLC and the client. Unless otherwise specified in writing, all fees are quoted in United States Dollars.

**9.2 Payment Due Date.** Unless otherwise agreed in a written service agreement, all invoices are due and payable within thirty (30) days of the invoice date.

**9.3 Late Payment.** Any amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, from the due date until paid in full. Client shall also be responsible for all costs of collection, including reasonable attorney's fees, incurred by Compliance Experts LLC in connection with the collection of overdue amounts.

**9.4 Suspension of Services.** Compliance Experts LLC reserves the right to suspend or delay the performance of services in the event of non-payment. The Company shall provide written notice of its intent to suspend services, and the client shall have fifteen (15) days from receipt of such notice to cure the payment deficiency before suspension takes effect.

## 10. TERMINATION

**10.1 Termination for Convenience.** Either party may terminate the engagement by providing the other party with thirty (30) days' prior written notice. Written notice may be delivered by email to the addresses specified in the applicable service agreement or as otherwise agreed by the parties.

**10.2 Termination for Cause.** Either party may terminate the engagement immediately upon written notice if the other party: (a) materially breaches these Terms or any applicable service agreement and fails to cure such breach within fifteen (15) days after receiving written notice of the breach; or (b) becomes insolvent, files for bankruptcy, or has a receiver appointed for a substantial portion of its assets.

**10.3 Effect of Termination.** Upon termination, the client shall pay Compliance Experts LLC for all services performed and expenses incurred through the effective date of termination. The Company shall deliver to the client any completed or partially completed deliverables for which payment has been made.

**10.4 Survival.** The following provisions shall survive termination of the engagement and these Terms: Section 5 (Intellectual Property), Section 7 (Disclaimers and

Limitation of Liability), Section 8 (Confidentiality), Section 9 (Payment Terms, with respect to outstanding amounts), Section 11 (Indemnification), and Section 12 (Governing Law and Dispute Resolution).

## 11. INDEMNIFICATION

**11.1 Client Indemnification.** The client agrees to indemnify, defend, and hold harmless Compliance Experts LLC, its members, managers, employees, agents, and contractors from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to: (a) the client's misuse, misapplication, or misrepresentation of any consulting deliverables, reports, or guidance provided by the Company; (b) inaccurate, incomplete, or misleading data or information provided by the client; (c) the client's violation of any applicable law, regulation, or ordinance; or (d) the client's breach of these Terms.

**11.2 Indemnification Procedure.** The indemnified party shall promptly notify the indemnifying party in writing of any claim for which indemnification is sought. The indemnifying party shall have the right to control the defense and settlement of any such claim, provided that no settlement shall be entered into without the prior written consent of the indemnified party if such settlement would impose any obligation or liability on the indemnified party.

## 12. GOVERNING LAW AND DISPUTE RESOLUTION

**12.1 Governing Law.** These Terms and any disputes arising out of or related to these Terms, the website, or the services provided by Compliance Experts LLC shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles.

**12.2 Mediation.** In the event of any dispute, controversy, or claim arising out of or relating to these Terms or the services, the parties agree to first attempt to resolve the matter through good-faith mediation administered by a mutually agreed-upon

mediator in the State of Colorado. The costs of mediation shall be shared equally by the parties.

**12.3 Binding Arbitration.** If mediation does not resolve the dispute within sixty (60) days of the initiation of mediation proceedings, the dispute shall be submitted to binding arbitration in the State of Colorado, conducted in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction.

**12.4 Litigation.** Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction in the State of Colorado to prevent irreparable harm pending the outcome of mediation or arbitration proceedings.

**12.5 Waiver of Jury Trial.** To the fullest extent permitted by law, each party irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim arising out of or related to these Terms.

## 13. CHANGES TO TERMS

Compliance Experts LLC reserves the right to modify, amend, or update these Terms at any time and at its sole discretion. When changes are made, the "Last Updated" date at the top of this document will be revised accordingly.

We encourage you to review these Terms periodically to stay informed of any updates. Your continued use of the website or engagement of our services following the posting of revised Terms constitutes your acceptance of and agreement to the updated Terms. If you do not agree to the revised Terms, you must discontinue use of the website and notify the Company in writing of your intent to cease the engagement.

For material changes that significantly affect client rights or obligations, Compliance Experts LLC will make reasonable efforts to provide advance notice via email or a prominent notice on the website.

# 14. GENERAL PROVISIONS

**14.1 Entire Agreement.** These Terms, together with any applicable proposals, statements of work, or service agreements, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral.

**14.2 Severability.** If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

**14.3 Waiver.** The failure of either party to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

**14.4 Assignment.** The client may not assign or transfer these Terms or any rights or obligations hereunder without the prior written consent of Compliance Experts LLC. The Company may assign these Terms in connection with a merger, acquisition, or sale of all or substantially all of its assets.

**14.5 Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under these Terms due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, strikes, or failures of third-party utilities or telecommunications.

**14.6 Independent Contractor.** Compliance Experts LLC is an independent contractor, and nothing in these Terms shall be construed as creating an employer-employee relationship, partnership, joint venture, or agency between the Company and the client.

# 15. CONTACT INFORMATION

If you have any questions, concerns, or requests regarding these Terms and Conditions, please contact us:

**Compliance Experts LLC**

Colorado, United States

**Email:** john.schneider@complianceexpertsllc.com

**Phone:** (303) 204-1992

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