

Terms of Service (TOS) – Registered-Agent Service NCP, Inc.

Effective Date: June 8, 2025

1. Scope & Acceptance

By appointing NCP, Inc. (“NCP”) as your registered agent in Nevada, engaging our services, or paying the annual fee, you (“Entity”) accept these Terms of Service (“Terms”). “Entity” includes any individual, corporation, limited liability company, partnership, or other legal entity. These Terms are presented during the appointment process and available at <https://ncp.com/ra-tos>. Continued use of NCP’s services, including payment of invoices, constitutes acceptance of these Terms.

2. Registered-Agent Services

NCP will act as your registered agent in Nevada, receiving and forwarding Service of Process (“SOP”), notices, or demands as required by NRS 77.400. Our obligations are limited to those specified in these Terms and Nevada law.

a. Forwarding Method

- **Default Delivery:** NCP will scan each SOP and deliver an encrypted PDF via email to the primary email address you provide. A copy will be placed in your secure cloud folder within one business day at no cost. NCP will attempt one telephone call to your primary phone number and, if available, leave a voicemail.
- **Fallback Delivery:** If email delivery fails (e.g., bounce-back notification) and telephone contact is impossible (e.g., no voicemail set up, voicemail full, or invalid number), NCP may forward the SOP via USPS Priority or a commercial courier to your last known physical address. You will be invoiced for actual carrier costs plus a \$15 handling fee. For international addresses, shipping costs may vary significantly, and prepayment may be required.
- **Compliance:** Delivery via email or cloud folder constitutes forwarding under NRS 77.400. You agree to confirm receipt of critical SOP through NCP’s secure portal or by email when requested.

b. Physical Originals

- **Retention:** NCP will retain SOP originals for 180 calendar days, after which they will be securely destroyed unless you request shipment or extended retention in writing.
- **Shipment:** On request, NCP will ship originals via USPS or a commercial courier, billed at actual carrier cost plus a \$15 handling fee. Prepayment may be required for international or expedited shipping.
- **Extended Retention:** You may request retention beyond 180 days for an additional fee, subject to NCP’s discretion. NCP will attempt to notify you via email 30 days before destruction, but failure to retrieve originals does not extend the retention period.

3. Client Responsibilities

a. Annual Fee

The annual registered-agent fee is \$200, due on or before the anniversary of service. Partial or late payments do not satisfy this obligation. You must notify NCP of any fee disputes within 15 days of invoice receipt; unresolved disputes do not delay NCP’s rights under these Terms.

b. Contact Information

- **Email:** You must maintain a primary email address capable of receiving encrypted PDFs. To confirm or update your email, email support@launchwithconfidence.com or use NCP's secure portal. You must confirm your email annually during renewal.
- **Phone:** You must maintain a primary phone number with voicemail enabled. If voicemail is not set up, is full, or the number is invalid, NCP is deemed to have complied with notification requirements by attempting one call.
- **Updates:** You must notify NCP promptly of any changes to your email, phone, or physical address. NCP is not liable for delivery failures due to outdated or inaccurate contact information.

c. Delivery Disclaimer

NCP fulfills its forwarding duty by (i) emailing the encrypted PDF, (ii) placing a copy in your secure cloud folder, and (iii) attempting a phone call. Your failure to open emails, retrieve voicemails, access the cloud folder, or confirm receipt does not constitute NCP's failure to forward SOP.

4. Resignation

NCP may resign as your registered agent under NRS 77.370 if:

- **Non-Payment or Unreachable Contact:** You fail to pay the annual fee or maintain reachable contact for 180 days. "Unreachable contact" means (a) three consecutive failed email deliveries (e.g., bounce-back notifications), (b) two failed telephone attempts over a 30-day period due to no voicemail set up, voicemail full, or an invalid number, or (c) failure to confirm contact details within 30 days of NCP's request.
- **For Cause:** NCP determines, in its sole discretion, that continued service is untenable (e.g., your provision of false contact information, involvement in illegal activities, or breach of these Terms), with 30 days' written notice.

NCP will notify you of resignation via email and certified mail to your last known contacts and file the resignation with the Nevada Secretary of State. NCP's duty to forward SOP ends on the earlier of (a) your appointment of a new agent or (b) 31 days after filing. NCP will retain resignation notices for at least one year, as required by NRS 77.370.

5. Cost Recovery

You agree to pay reasonable charges for requested services, including:

- **Physical shipping:** Actual carrier cost plus \$15 handling fee.
- **Extended document retention:** Fees disclosed at the time of request.
- **Extraordinary handling (e.g., expedited processing):** Fees disclosed at the time of request.

NCP may require prepayment for these services. Invoices are due within 15 days.

6. Data Security

NCP transmits SOP via encrypted PDFs and maintains your secure cloud folder with industry-standard encryption and access controls. You are responsible for maintaining secure email access and safeguarding cloud folder login credentials. NCP will notify you promptly of any known unauthorized access to SOP data, as required by NRS 603A.

7. Liability Limitation

NCP's liability is limited to direct damages not exceeding the annual fee paid. NCP is not liable for indirect, consequential, or punitive damages, including losses due to your failure to maintain accurate contact information, access SOP, or comply with these Terms. NCP is not liable for delays or failures due to events beyond its control (e.g., system outages, natural disasters, government actions), provided NCP notifies you promptly.

8. Governing Law & Dispute Resolution

These Terms are governed by Nevada law. Disputes arising from these Terms will be resolved in Clark County, Nevada. At NCP's discretion, disputes may be submitted to mediation in Clark County before litigation. If any provision of these Terms is found unenforceable, the remaining provisions remain in effect.

9. Entire Agreement & Updates

These Terms constitute the entire agreement between you and NCP, superseding prior agreements. NCP may update these Terms with 30 days' notice via email and by posting at <https://ncp.com/ra-tos>. You may terminate this agreement within 30 days of receiving notice of updates by notifying NCP in writing. Continued use after the effective date constitutes acceptance.

10. Contact Us

For questions or to update your contact information:

Email: support@launchwithconfidence.com

Website: <https://ncp.com/ra-tos>



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