

END USER TERMS OF USE AND PRIVACY POLICY

Last Updated December 31, 2018

Legal Document Server, INC., herein referred to as “Company,” appreciates the opportunity to provide services (“Services”) to you under these end user terms and conditions of Company (“Agreement”)

Please carefully read and understand the entire contents of this Agreement before using the Services, Company websites (“Websites”) or LegalConnect™ portal (“Portal”), Your use of the Services, Websites and/or Portal will constitute your consent of all terms and conditions of this Agreement (as amended from time to time), including, but not limited to, Company’s Privacy Policy (“Privacy Policy”) discussed below. If you do not agree with the terms and conditions of this Agreement, you should not use the Services, Websites and Portal.

Acceptance of the Agreement

By using the Services, Websites, and Portal, you agree to be bound by all the terms and conditions of this Agreement. If you are not making this Agreement on your own behalf, you represent and warrant that you are legally authorized to enter into the Agreement on behalf of the party you represent and that your actions will legally bind such party.

Control of Websites and Portal

Company may in its discretion modify, edit, translate, suspend, restrict access to or terminate the Websites, Portal, this Agreement, the content or any link on the Websites and Portal, or the Services at any time without liability or prior notice. Company may in its discretion terminate the browsing of, registration with, and use of the Websites and Portal by any user at any time without liability or prior notice for any reason, including for any breach of this Agreement.

Customer Information and Online Registration

Access to some areas and use of some functions of the Services, Websites and Portal may require you to register, you agree to (a) provide accurate, current, and complete information about yourself as prompted by our registration form (including your e-mail address), and (b) maintain and update your information (including your e-mail address) to keep it accurate, current, and complete. You acknowledge that, if any information provided by you is inaccurate, not current or incomplete, Company reserves the right to terminate this Agreement and your use of the Services, Websites, and Portal. As part of the registration process, you will be asked to select a password. You will be responsible for the confidentiality and use of your password and any account number. **YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT NUMBER, AND YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES (INCLUDING REQUESTING SERVICES) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.** If for any reason you feel either your account number or your password has been compromised or duplicated, you must immediately contact Company to change your password or account number and to stop any Service requested.

Agreement to Conduct Transactions Electronically

You agree that all of your transactions with or through Company may, at its option, be conducted electronically. If you do not wish to have these transactions conducted electronically, you should not enter into this Agreement. You agree that Company may determine (from time to time) to provide all or any part of its Services non-electronically, and that those Services will still be governed by this Agreement.

In addition, you acknowledge and agree that pursuant to California Rules of Court 2.251(b)(1)(C), by submitting an electronic filing order through the Services, you consent to receive electronic service with respect to such electronic filing order at the electronic service address provided in such e-Filing submission.

Affirmations and Declarations

By using the Services, Websites and/or Portal, you represent, affirm, and declare, under penalty of perjury under the laws of the State of California or the state in which you are utilizing the Services, Websites and Portal that (1) you agree to adhere to the laws and regulations of the jurisdiction with which you are conducting business with Company and that you are subject to civil and criminal penalties should you utilize Company to violate those laws and regulations; and (2) you acknowledge that the information provided by Company is derived from local government agency databases and as such may be inaccurate, out of date, contain errors or omissions, or be otherwise incorrect.

Independent Contractors

You and Company are independent contractors. Neither you nor Company is an employee, agent, representative, broker, or partner of one another. This Agreement shall not be construed to create an association, joint venture, or partnership between you or Company to impose any partnership obligation or liability upon either party.

Fees

Company determines the fees charged to you for using the Services, Website, and Portal from time to time in its sole discretion. Fees for the Services may vary by location, size, service level and/or the amount of time spent completing the Services. Company reserves the right to change its fee structure at any time without notice.

Statutory Fees Advanced or Disbursed

Statutory fees may be required to be advanced or disbursed in order to fulfill the Services by court rule or statute. Company will advance or disburse such fees for customers in good standing who authorize Company to pay for such fees. A convenience fee (TBD by Company) will be added to process and collect any such fees. Furthermore, you represent and warrant to Company that any statutory court or witness fees collected and processed by Company on your behalf are not for personal, family or household purposes.

Payment Options and Terms

All charges for Services are due upon the submission of your order through the Websites and/or Portal. Company may support multiple payment options depending on the type and location of your account. These options are:

- ACH (eCheck)
- Credit Card
- Check (Open Credit)

If you choose to pay by ACH (eCheck), you authorize Company to debit your bank account for the total amount of Service fees charged by Company, plus any statutory court or witness fees. The following terms and conditions will govern ACH (eCheck):

1. **Bank Account Payments.** By choosing to use a bank account as your payment method, you will be able to complete your purchase using any valid automated clearing house (“ACH”) enabled bank account at a United States-based financial institution. Your transaction must be payable in U.S. dollars. Company in its sole discretion, may refuse this payment option service to anyone or any user without notice for any reason at any time.
2. **ACH Authorization.** By choosing your bank account as your payment method, you agree that: (a) you have read, understand and agree to this Agreement, and that this Agreement constitutes a “writing signed by you” under any applicable law or regulation, (b) you consent to the electronic delivery of the disclosures contained in this Agreement, (c) you authorize Company, (or its agent) to make any inquiries we consider necessary to validate any dispute involving your payment, which may include ordering a credit report and performing other credit checks or verifying the information you provide against third party databases, and (d) you authorize Company,(or its agent) to initiate one or more ACH debit entries (withdrawals) or the creation of an equivalent bank draft for the specified amount(s) from your bank account, and you authorize the financial institution that holds your bank account to deduct such payments.
3. **Customer Service.** Transactions that we process using your bank account will be identified as Company (or similar identifier) on the statement issued by your bank or other financial institution holding your account. All questions relating to any transactions made using your bank account by us should be initially directed to us. You should save the order confirmations that you are provided when you place an order and check them against your bank account statement.
4. **Transaction Errors.** If you believe that any payment transaction initiated by Company (or its agent) with respect to your bank account is erroneous, or if you need more information about any such transaction, you should contact us as soon as possible. Notify us at once if you believe the password associated with your Company customer account has been lost or stolen, or if someone has attempted (or may attempt) to make a transfer from your bank account to place an order using your Company customer account without your permission. We reserve the right to cancel the ability to pay by bank account on Websites or Portal for any reason at any time.
5. **Your Liability for Unauthorized Transactions.** Federal law limits your liability for any fraudulent, erroneous unauthorized transaction from your bank account based on how quickly you report it to your financial institution. You should contact your bank for more information about the policies and procedures that apply to your account and any unauthorized transactions, including any limits on your liability.
6. **Electronic Delivery of Future Disclosures.** You agree to accept all disclosures and other communications between you and Company on Websites and/or Portal or at the primary e-mail address associated with your customer account. You should print and retain a copy of all such disclosures and communications.

If you choose to pay by Credit Card, you hereby authorize Company to charge your Credit Card on file for the total amount of fees charged by for the Services, plus any statutory court or witness fees.

If you choose to pay by Check, it is understood and agreed that you are requesting an open credit account. If applying for open credit, a valid Visa, MasterCard, American Express or Discover card will be required as a payment guarantee. If Open Credit payment terms are granted, you understand and agree that we will send you an invoice for the Services rendered, which must be paid within 30 days. In the event that invoices are not paid within the 30 day term, you hereby authorize Company to charge your credit card on file. Company reserves the right to immediately withdraw credit.

Because all transactions are conducted electronically, you understand and agree that a physical check or credit card need not be present with Company in order for your eCheck or credit card charge to be valid and that the validity of such charges will not be challenged.

Company will charge a \$25 fee for any returned checks or ACH transactions.

Should any invoice become delinquent and Company has to initiate a collections effort, all reasonable collection costs and/or legal fees will be added to the balance due.

Any taxes which Company may be required to pay or collect under any existing or future law in connection with providing you the Services shall be charged to your account.

Privacy Policy

Company respects your privacy and we understand the importance of protecting your personal and financial information. By your use of the Services, Websites, and/or Portal, you agree to the terms and conditions included in the Privacy Policy located on the Portal.

Unsuitable Content and Conduct

You agree not to engage in conduct or submit to the Websites and Portal any material that is illegal, inaccurate, misleading, misappropriated, infringing, dilutive, defamatory, obscene, offensive, or otherwise objectionable. You agree not to cause damage, embarrassment or adverse publicity to Company.

Functional Compatibility and System Abuse

When submitting content, documents or other information to Websites and Portal, you agree to submit only content, documents or information that is functionally and technically compatible with the Websites and Portal. You agree not to attempt and will not damage, corrupt, tamper with or infect the Websites and Portal, the content or any information or telecommunication system of Company with a virus or other malicious computer program. You agree to only use the Websites and Portal for the permitted purposes stated in this Agreement, and will not engage in abusive activity with respect to the Websites and Portal.

Third Party Sites and Other Information

The Websites and Portal may contain as a convenience to you, links to other websites and information that are not under Company control. Company has no obligation to monitor, control or restrict the use of any third party websites accessible via links on the Websites and Portal.. These other sites are not under Company control, and you acknowledge that (whether or not such sites are affiliated in any way with Company), Company is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by Company or any association with its operators.

Disclaimer of Warranties and Limitation of Liability

You agree that your use of the Services and information on the Websites and Portal is at your own and sole risk. All Services are provided on an "As Is" and "As Available" basis. Company disclaims all warranties and duties of any kind, express, implied or statutory, including, but not limited to, any implied warranties of merchantability or fitness for a specific purpose, non-infringement or title, duties of workman-like effort, or lack of negligence. Company assumes no responsibility for errors or omissions on the Websites and Portal and is not responsible in any way for the functionality, specifications, or any other aspect of the items posted. Company does not guarantee continuous, uninterrupted or secure access to the Services, Websites, and Portal or that defects in the Websites and Portal will be corrected. You are responsible for implementing sufficient procedures to satisfy your particular requirements for protection of your system and/or accuracy of data, and for maintaining a means of reconstruction of lost data. Without limiting the above, you agree that Company and its parent corporations, subsidiaries, partners, employees, agents, affiliates, subcontractors, and/or

consultants do not make any warranties or undertake any duties regarding, without limitation, the following: (i) Infringement of title or quiet enjoyment; (ii) Functionality, including functionality of search or retrieval software; (iii) Accuracy, completeness, or completion of forms; (iv) Receipt of documents by local governments; (v) Appropriateness or propriety of documents pulled for a particular job; (vi) Approval of documents by local governments; (vii) Timeliness of services; (viii) Uninterrupted, secure, error or virus-free service or storage; and (ix) Adequacy of fees paid to local governments.

You agree that your sole remedy for any breach of this Agreement by Company or its parent corporations, subsidiaries, partners, employees, agents, contractors, or consultants shall, at the option and sole discretion of Company, be the following: (i) correction of any Service causing you damage; or (ii) refund of the amount you paid for the Service that caused damages incurred by you in reasonable reliance on the Service. You also agree that the damage exclusions and this limitation of liability shall apply even if any remedy of its essential purpose fails.

No Incidental or Consequential Damages

COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE SERVICES, WEBSITES AND PORTAL OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OR REGISTRATION WITH COMPANY. THESE EXCLUSIONS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF COMPANY HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Indemnification

You agree to indemnify, defend, protect and hold harmless Company, its parent corporations, subsidiaries, successors, assigns, partners, employees, agents, affiliates, contractors, and consultants and their respective directors, officers, employees and agents from and against all losses, claims, and expenses (including attorneys' fees and costs, incurred by Company with or without suit and whether incurred on appeal or in bankruptcy) arising out of or relating to (i) your breach of any terms of this Agreement, (ii) the determination by a jurisdiction that you have improperly utilized the Services, Websites and/or Portal to violate the laws and regulations of the jurisdiction, (iii) your use of the Services, Websites, and Portal, your dealings or transactions with other parties resulting from use of the Services, Websites and Portal, or your failure to pay all sums due Company or any local government; and (iv) your supplying inaccurate, out of date, errors or omissions, or otherwise incorrect information as well as any action taken by you as a direct or indirect result of the information displayed on the Websites and Portal.

Termination or Cancellation

Company reserves the right to terminate your use of the Services, Websites, and Portal, without notice, for any reason or no reason at all. If your use of the Services, Websites, and Portal is terminated or cancelled, you agree that neither you nor any other party will hold Company, its parent corporations, subsidiaries, partners, employees, agents, affiliates, contractors, and consultants, liable for any general, special, incidental, consequential, indirect, or punitive damages of any kind, including, but not limited to, those damages resulting from loss of use, data, sales, goodwill, or profits, whether or not Company has been advised of the possibility of such damages, or under any legal or equitable theory of liability.

Ownership and Intellectual Property Rights

All content, text, images, data, information and other material displayed, available or present on the Websites and Portal (Content), including any intellectual property rights in such Content (including without limitation trademarks and copyrights), are the property of Company its affiliates, its licensors or the designated owners, and are protected by applicable intellectual property laws. You should assume that everything you see or read on the Websites and Portal is copyrighted unless otherwise noted, and may not be used without Company's written permission, except as otherwise provided in this Agreement.

Comments and Suggestions

You agree that any comments or suggestions that you provide to Company regarding the Services, Websites, and Portal, including, without limitation, feedback, suggestions or ideas in response to any customer survey ("Comments") shall be deemed, and shall remain, the property of Company.

None of the Comments shall be subject to any obligation of confidence on the part of Company and Company shall not be liable for any use or disclosure of any Comments. Without limitation of the foregoing, Company shall exclusively own all rights to the Comments of every kind and nature and shall be entitled to unrestricted use of the Comments for any purpose, commercial or otherwise, without compensation to the provider of the Comments.

Dispute Resolution; Governing Law

With respect to any and all disputes arising out of or in connection with the Services, Websites, and/or Portal, or this Agreement (including without limitation the Privacy Policy), Company and you agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution.

Company has no obligation to become involved in any dispute between you and any other person. The Services, Websites, Portal, and this Agreement, and any dispute arising in connection therewith, shall be exclusively governed by and construed in accordance with the laws of the State of California without regard to its conflict of law principles. Company and you agree that all disputes arising under this Agreement shall be brought by you in your individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and shall be resolved by confidential binding arbitration administered by the American Arbitration Association ("AAA") in California, or another forum mutually agreed upon by you and Company, pursuant to the Commercial Arbitration Rules ("Rules") of the AAA by a sole arbitrator nominated by agreement of you and Company and confirmed in accordance with the Rules. If AAA is not hearing consumer commercial disputes at the time, Company may select another arbitral body in its sole discretion.

The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. You agree that Company is entitled to obtain preliminary injunctive relief to the extent allowed by law to enforce any of the terms of this Agreement pending a final arbitral decision.

Force Majeure

Company shall not be responsible for interruptions, delays or failure in performance resulting from causes beyond its reasonable control. Such acts shall include, but not limited to, acts of God, war, riot, acts of terrorism, labor stoppages, governmental actions, fires, floods, and earthquakes.

Third Party Rights

The provisions in this Agreement are for the sole benefit of you and Company and shall not inure to the benefit of any other person either as a third party beneficiary or otherwise.

General Provisions

Neither this Agreement nor any part or portion may be assigned or otherwise transferred by you without Company's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are for convenience only and do not constitute a part of this Agreement. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver of the right of such party to assert or rely upon such provision or right in that or any other instance.

Effect of Agreement

This Agreement (which includes all current Amendments, the Privacy Policy, your Open Credit Account form, Application for Credit, the disclosures provided by Company and the consents provided by you on the Websites and Portal), embodies the entire agreement between you and Company. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the intentions of the parties as reflected in that provision and the allocation of risks set forth in this Agreement, and agree that the remaining provisions of this Agreement shall remain in full force and effect.

Amendments and Updates

Company may at any time, in its sole discretion, update and revise this Agreement by posting an amended Agreement on the Portal; any changes that Company makes to this Agreement will be effective immediately upon posting. Please check the Portal periodically for changes to the Agreement; you will be able to determine if this Agreement has been changed since your previous visit by viewing the "Last Updated" information that appears at the top of this Agreement. Your use of the Portal following the posting of any changes constitutes acceptance of those changes.

PRIVACY POLICY

LAST UPDATED FEBRUARY 17, 2016

Legal Document Server, INC. (“Company”) knows that our customers’ privacy is important, and we take your privacy seriously. Please read the following to learn more about our privacy policy. By visiting our website or using any of our services, you acknowledge that you accept the practices outlined in this Privacy Policy.

What this Privacy Policy Covers

This Privacy Policy covers Company’ s treatment of personally identifiable information that it gathers when you access our website and LegalConnect™ portal (“Portal”) and when you use any of our services. This policy does not apply to the practices of third parties that Company does not own, control, employ or manage.

Company’ s Policy to Safeguard Personal Information

Safeguarding your privacy is one of our highest priorities, whether the information is gathered in person, over the telephone, through our facsimile machines or via our Website. It is our policy not to share, sell or rent your personal information without your consent, except when we believe in good faith that release is necessary to comply with the law, enforce or apply our conditions of use and other agreements, or to protect the rights, property, or safety of Company, our employees, our users or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction, including credit bureaus.

If, in the future, we ever decide that it would be in your interest to share your personal information for any other purpose, you will be informed in advance, and given the opportunity to opt out.

Information That We Collect

We obtain your personal information when you voluntarily provide it to us either by visiting our website or in the course of using the Portal or any of our products or services. While we keep your information private from third parties (as described above), we may use it to help us better understand your needs so we can improve our products and services, or provide you with new ones. When you visit our website, we may also gather and store information that your web browser automatically sends each time it visits a web page, including, for example, information about the operating system and the browser you are using. We also utilize browser cookies which do not store any personal information about you, but which uniquely identify your browser. Most web browsers have the ability to disable cookies if you prefer, however some Company services may not function properly without cookies enabled.

If you voluntary send us information, by e-mail, by facsimile or by completing one of our online registration forms, we will retain the information so that we may respond to your request.

Security

At Company, we have taken all practical security measures to ensure that your information is protected. Each of our employees is obliged to respect the privacy of our customers and visitors and the confidentiality of their personal data.

Business Transfers

In the event Company is involved in a merger, acquisition or sale of its assets with a third party, customer information is typically one of the business assets that is transferred. You acknowledge that such transfers may occur, and that any acquirer of Company may continue to use your personal information as set forth in this Privacy Policy.

Changes

Company may amend this Privacy Policy from time to time as new services are added or as the need otherwise arises. Company will post any changes to this page, and if the change is significant, we will provide a more prominent notice. If you have any concerns about this statement, or with Company privacy practices, please e-mail us at support@legaldocumentserver.com. We can also be reached by telephone at (800) 687-5003.