

As part of the registration process, you may be asked to select a password. You will be responsible for the confidentiality and use of your password and any customer number.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND CUSTOMER NUMBER, AND RESPONSIBLE FOR ANY AND ALL ACTIVITIES 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 AAS by email or call AAS to change your password or account number.

AGREEMENT TO CONDUCT TRANSACTIONS ELECTRONICALLY

You agree that all of your transactions with or through AAS 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 AAS 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.

CHANGES OR AMENDMENTS

We may at any time, at our sole discretion, update and revise this agreement by posting an amended agreement on this website; any changes that AAS makes to this agreement will be effective immediately upon posting. Please check this page periodically for changes to the agreement. Your use of this website following the posting of any changes constitutes acceptance of those changes.

AFFIRMATIONS AND DECLARATIONS

By using the AAS website, 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 this website, that (1) you agree to adhere to the laws and regulations of the jurisdiction with which you are conducting business with AAS and that you are subject to civil and criminal penalties should you utilize AAS to violate those laws and regulations; and (2) you acknowledge that the information provided by AAS is derived from local government agency databases and as such may be inaccurate, out of date, contain errors or omissions, or be otherwise incorrect.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 AAS are independent contractors. Neither you nor AAS is an employee, agent, representative, broker, or partner of one another. This agreement shall not be construed to create an association, joint venture, partnership between you or AAS to impose any partnership obligation or liability upon either party.

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FEES

AAS has the sole discretion to determine the fees charges to you for using its website or services. Fees for the AAS may vary by location, service level and or the amount of time spent completing services. AAS reserves the right to change its fee structure at any time without notice. At any time you can review and print our fees via the <https://actionattorneyservice.com/> website or you can request our fees from our office.

When requested by customers, AAS processes and remits court filing fees required by court rule or statute. When customers elect to pay by credit card, a 5% convenience fee will be charged on court fees processed and remitted to the court by AAS in accordance with applicable law.

This fee will apply only to court fees and not AAS service charges. Customers can pay via Open Credit (certain terms apply) to avoid this fee.

Authorization to pay by ACH: If the payment method you choose is to pay by ACH (ACH payment service), you hereby authorize AAS to electronically debit or credit, via an ACH transaction, the bank deposit account you designate from time to time (Bank Account). By choosing this payment method, the 5% convenience fee associated with statutory court and witness fees will be waived. These Terms of Service, the related webpages, and information you input to such webpages (or which AAS reasonably believes was inputted by you), during your initial enrollment in the ACH payment service and any time you update or amend the same (which AAS may require in its sole discretion), each constitute your authorization to AAS to debit or credit your Bank Account vis ACH transactions (Authorization), as provided in these Terms of Service.

TAXES

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

PAYMENT TERMS

In order to have open account terms, and Open Credit Account must be completed, signed and submitted to AAS. If accepted, the customer will be billed for services rendered. If credit is granted to OPEN CREDIT ACCOUNTS, it is understood and agreed that all invoices will be paid within the standard credit terms (net ten days); in the event that invoices are not paid within 30 days from the date of services rendered, your credit card on file will be charged. A valid checking account (ACH), Visa, MasterCard or American Express card will be required to use the services of AAS, even if applying for open credit account terms. Continuing credit card billing is available for Credit Card Account customers who do not want open credit account terms (IF YOU ARE OUTSIDE THE STATE OF CALIFORNIA, THIS IS YOUR ONLY OPTION) Because all transactions are conducted electronically, it is understood and agreed that the physical credit card need not be present with AAS in order for the credit card charge to be valid and the validity of such charges will not be challenged. If open account terms are granted, it is understood and agreed that the person, firm or company to whom credit is granted is liable for payment of all invoices.

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A person, firm or company to whom credit is granted may have a third party pay an invoice directly to AAS. However, it is understood and agreed that AAS has no relationship with such third parties and has no obligation to collect from them. Payment obligation rests solely with the person, firm or company that submitted the assignment and to whom credit was originally granted and that will hold that person, firm or company liable for payment of any invoice submitted to a third party for payment. AAS reserves the right to restrict the credit of any customer for any reason.

PRIVACY POLICY

AAS respects your privacy and we understand the importance of protecting your personal and financial information. By your use of the AAS website or services, you agree to the terms and conditions included in the AAS Privacy Policy.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

You agree that your use of the AAS and information on the website is at your own and sole risk. All services are provided on an as is and available basis. AAS 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.

AAS assumes no responsibility for errors or omissions on its website and is not responsible in any way for the functionality, specifications, or any other aspect of the items posted. AAS does not guarantee continuous, uninterrupted or secure access to <https://actionattorneyservice.com/> or AAS or those defects in its website 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 AAS and its partners, agents, affiliates, subcontractors, and or consultants do not make any warranties or undertake any duties regarding, without limitation, the following: 1) Infringement of title or quiet enjoyment; 2) Functionality, including functionality of search or retrieval software; 3) Accuracy, completeness, or completion of forms; 4) Receipt of Documents by local governments; 5) Appropriateness or propriety of Documents pulled for a particular job 6) Approval of Documents by local governments; 7) Timeliness of services; 8) Uninterrupted, secure, error or virus-free service or storage; and 9) Adequacy of fees paid to local governments.

You agree that your sole remedy for any breach of this agreement by AAS or any of its parent corporations, subsidiaries, partners, employees, agents, contractors, or consultants shall, at the option and sole discretion of AAS, 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 damage exclusions and this limitation of liability shall apply even if any remedy of its essential purpose fails.

NO INCIDENTAL OR CONSEQUENTIAL DAMAGES

To the fullest extent allowed by applicable law, you agree that neither AAS nor any of its parent corporations, subsidiaries, partners, employees, agents, affiliates, contractors or consultants will

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be liable to you, your heirs or assignees, and or any other person or entity for general, special, incidental, consequential, indirect, or punitive damages resulting from loss of use, data, sales, goodwill, or profits, whether or not AAS has been advised of the possibility, or under any legal or equitable theory of liability, including theories of tort, contract, or otherwise arising out of the use of the AAS website or services.

INDEMNIFICATION

You agree to indemnify, defend, protect and hold harmless AAS, its parent corporations, subsidiaries, partners, employees, agents, affiliates, contractors, and consultants and their respective directors, officers, employees and agents for and against all losses, claims, and expenses (including attorneys' fees and costs, incurred by AAS 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 of AAS to violate the laws and regulations of the jurisdiction, (iii) your use of the AAS or your failure to pay all sums due or any local government; and (iv) your supplying inaccurate, out of date, errors or omissions, or otherwise incorrect information as wells any action taken by you as a direct or indirect result of the information displayed on the AAS website.

TERMINATION OR CANCELLATION

AAS reserves the right to terminate your use of the AAS website and services, without notice, for any reason or no reason at all. If your use of the AAS website and services is terminated or cancelled, you agree that neither you nor any other party will hold AAS, 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 AAS has

been advised of the possibility of such damages, or under any legal or equitable theory of liability, including theories of tort, contract, or otherwise.

INTELLECTUAL PROPERTY RIGHTS

You agree that except as expressly provided that the content and website are protected by intellectual property laws. AAS reserves the right to suspend or discontinue all services and online registration for any person or customer that appears are infringing on the property rights of AAS or any of its subsidiaries.

COMMENTS AND SUGGESTIONS

You agree that any comments or suggestions that you provide to AAS regarding the services provided by AAS including, without limitation, feedback, suggestions or ideas in response to any customer survey shall be deemed, and shall remain, the property of AAS. None of the comments shall be subject to any obligation of confidence on the part of AAS and AAS shall not be liable for any use or disclosure of any comments. Without limitation of the foregoing, AAS 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.

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GOVERNING LAW

This agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and AAS agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Alameda, California.

AAS shall not be responsible for interruptions, delays or failure in performance resulting from causes beyond its reasonable control. Such acts shall include but not be limited to acts of God, war, and riot, act 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 AAS 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 the customer without AAS 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 inserted 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, your credit account form, application of credit, disclosures provided by AAS and consents provided by you on the AAS website, embodies the entire agreement between you and AAS. 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.

ACKNOWLEDGMENT

You certify that you have read and understand this agreement and state that you agree to be bound by the terms and conditions contained in this agreement. You agree to comply with all city, county, state and federal laws and ordinances relating to the AAS.

PRIVACY POLICY

AAS know that our customer's privacy is both an important and sensitive subject. As such, safeguarding your privacy has always been, and continues to be, one of our highest priorities, whether the information is gathered in person, over the telephone, or via our website. We have never shared your personal information with third parties, and have no plans to do so, except (1) if you request it, (2) to complete a transaction initiated by you (which may sometimes include disclosure to a credit card bureau), or (3) if we are required or allowed by the law, such as to respond to a subpoena or investigate fraudulent activity.

To further protect your confidentiality, we require any organizations to which we provide data to which we provide data to have similar privacy safeguards and contractually only allow them to use our customers information for the intended service. 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 to be given the opportunity to opt out. The only personal information we have is what you have voluntarily provided to us (e.g., name address, etc.) or have obtained in the course of processing an application /request from you (credit report history, payment history, financial assets, etc.). While we do not share your information, we may use it to help us better understand your needs so we can improve our products and services.

Our standards also apply to the confidentiality of visitors to our website. While we may gather non-specific information such as the date & time our site was visited and the browser used, we do not store any personal information about you in this way. We also utilize browser cookies which do not store any personal information about you and expire when the session ends (browser is closed). If you voluntarily send us information by email, or one of our online registration forms, we will retain the information so that we may respond to your request.

AAS has taken all practical security measures to ensure that your information is protected. We are obliged to respect the privacy of our customers and visitors and the confidentiality of their personal data. We restrict employee access to your information to a need to know basis, strive to maintain the accuracy of your information, and strictly enforce procedures that prevent unauthorized access.

AAS reserves the rights to amend this privacy statement at any time. If you have any concerns about this privacy statement, or with AAS privacy practices, please email us.

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To clients and users of this website:

Action Attorney Service, herein referred to as "AAS" appreciates the opportunity to serve your court filing, court research, and process serving needs (the Services) under the terms and conditions of this AAS agreement (the Agreement). Please carefully read and understand the entire contents of this Agreement before using the AAS website. Your use of the AAS website or of the products will constitute your consent and agreement to be bound by all terms and conditions of this agreement (to be amended from time to time), including, but not limited to, our Privacy Policy, discussed below. If you do not agree with the terms and conditions in the agreement, we will be unable to provide any services to you.

ACCEPTANCE OF THE AAS AGREEMENT

By using the services or <https://actionattorneyservice.com/> website described in this agreement, 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 customer and that your actions will legally bind the customer.

CONTROL OF WEBSITE

AAS is the sole decision maker as to the use of the AAS website.

CUSTOMER INFORMATION AND ONLINE REGISTRATION

Access to some areas and use of some functions of AAS or <https://actionattorneyservice.com/> may require you to register, agree to provide accurate, current, and complete information about yourself as prompted by our registration form, including your email address, and maintain and update your information to keep it accurate and complete. You acknowledge that, if any information provided by you is inaccurate, not current or incomplete, AAS reserves the right to terminate this agreement and your use of this website and related services.