

Georgia Terms of Use

Welcome to the online services of Connect2Court LLC. Please read this Agreement carefully. It governs Your access to and use of the Connect2Court LLC application through the Internet Site. Your use of the Connect2Court LLC Site is conditioned upon Your acceptance of this Agreement. By clicking on the "I Accept" button, You are agreeing to be legally bound by all of the terms and conditions of this Agreement. If You are acting as an employee, You agree that this Agreement will bind Your employer and that You are authorized to do so. As used in this Agreement, "You" or "Your" includes You and Your employer.

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Section 1. Definitions

The following terms have the following meanings in this Agreement:

"Aggregation" means compiling data of any type to transmit it to others.

"Authorized User" means any of Your employees, agents, independent contractors or consultants who agree to be bound by the terms and conditions of this Agreement and who are authorized or otherwise designated or permitted by You to access and use the Connect2Court LLC Services under the License.

"E-Document" refers to any document or discrete compilation of text and/or graphical information in electronic form suitable for submission into the Connect2Court LLC site.

"Enhancement" means any correction, modification, customization, revision, enhancement, improvement, update, upgrade, new release or other change that is released generally by Connect2Court LLC.

"Fee Schedule" means Connect2Court LLC 's current Fee Schedule for use of the Connect2Court LLC Services, as may be altered or amended from time to time by Connect2Court LLC . "Information" means the records, data, databases, documents, materials, and other information accessible through the Connect2Court LLC Services. "License" means the limited license granted to You under this Agreement.

"Proprietary Rights" means any patent, copyright, trademark, service mark, trade secret, or other intellectual property right.

"Third Party Content" means any content, records, data, documents, materials, or other information supplied to Connect2Court LLC under an agreement with a third party for inclusion as part of, or for use with, the Connect2Court LLC Services.

"Connect2Court LLC " means Connect2Court LLC and its operating units and divisions.

"Connect2Court LLC Internet Site" means the (and all Enhancements thereto) located at <https://connect2court.com> such other Web sites owned or maintained by Connect2Court LLC and its affiliates from time to time.

"Connect2Court LLC Services" means, collectively, Connect2Court LLC's Application and any related services made available to You and any Authorized User from Connect2Court LLC from time to time.

"Connect2Court LLC" means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, user manuals, online documentation, products, or other materials of any kind, or any Enhancement thereto, used by Connect2Court LLC in connection with the performance of the Connect2Court LLC Services or made available by Connect2Court LLC to You, any Authorized User or any third party through the Connect2Court LLC Internet Site.

"Unauthorized Use" means any use, reproduction, distribution, disposition, possession, disclosure or other activity, including, without limitation, any bulk reselling involving any aspect of the Connect2Court LLC Services, the Connect2Court LLC Internet Site, or Information that is not expressly authorized under this Agreement or otherwise in writing by Connect2Court LLC.

"User Identification" means the unique user identification name and password issued or otherwise assigned to each Authorized User for access to and use of the Connect2Court LLC Services.

Section 2. License; Restrictions on Use

2.1 License. Subject to the restrictions and limitations outlined in this Section 2 and elsewhere in this Agreement, Connect2Court LLC hereby grants to You a nonexclusive, nontransferable, limited license to

do the following during the term of this License: (a) enable Your Authorized Users to access and use the Connect2Court LLC Services subject and according to the terms of this Agreement solely for Your internal use in the regular course of Your business; (b) subject to any applicable third party rights or restrictions of law, reproduce insubstantial portions of the Information for use in connection with the rights granted under (a) above and provide insubstantial portions of the Information to Your customers and clients, provided that such Information is provided as an incidental part of, and ancillary to, the other services You provide Your clients or customers.

2.2 General Restrictions and Limitations. Paragraph 2.1 sets forth the entirety of Your right to access and use the Connect2Court LLC Services. The License does not include the right to, and You will not directly or indirectly (a) enable any person or entity other than Authorized Users to access and use the Connect2Court LLC Services; (b) modify or create any derivative work based upon any Connect2Court LLC , Information or Third Party Content; (c) engage in, permit or suffer to continue any bulk copying or bulk distribution of the Information or store the Information in a searchable database; (d) grant any sublicense or other rights under the License; (e) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, any software that is part of the Connect2Court LLC ; (f) remove, obscure or alter any Proprietary Rights notice related to the Connect2Court LLC Internet Site, the Connect2Court LLC Services, the Connect2Court LLC or any Third Party Content; or (g) engage in, permit or suffer to continue any Unauthorized Use by any person or entity within Your control. You will ensure, through proper instructions and enforcement actions, that all access to and use of the Connect2Court LLC and the Information obtained by You, or otherwise through Your facilities, equipment, identifiers, or passwords, will conform to this Agreement and will be made and used solely for proper and legal purposes, and will be conducted in a manner that does not violate any law or regulation, the rights of any third party, court orders or Connect2Court LLC's policies. Without limiting the foregoing, to the extent that Information is transmitted to the Georgia courts or third parties through Connect2Court LLC application, Your and Your Authorized User's access to and use of the Information shall comply with all applicable Georgia statutes and Georgia court rules and orders, including, without limitation, the Rules of Public Access to Records of the Court, and applicable rules of procedure.

2.3 No Attorney-Client Relationship. Connect2Court LLC website does not constitute or contain legal advice, nor are they intended to by Connect2Court LLC. Connect2Court LLC is not engaged in the practice of law or in providing legal services. Use of the Connect2Court LLC Services may require the application of professional expertise and judgment, for which You should consult a competent attorney licensed to practice in the appropriate jurisdiction.

2.4 Third Party Content, Software and Services. The License as it relates to any Third Party Content, software or services is further subject to any restrictions and limitations specified in the terms and conditions displayed with or referenced in any such Third Party Content, software or services. Connect2Court LLC 's agreements with such third parties may require Connect2Court LLC to deny or otherwise restrict Your access to certain Third Party Content, software or services available through the Connect2Court LLC Services. You will comply with all such restrictions and such restrictions are incorporated herein by reference. IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND THE TERMS AND CONDITIONS IMPOSED BY THIRD PARTIES, THE THIRD PARTY TERMS AND CONDITIONS WILL APPLY.

Section 3. Access to the Connect2Court LLC Internet Site

3.1 Equipment, Services and Facilities. You are solely responsible for providing, installing and maintaining at Your own expense all equipment, facilities and services necessary to access and use the Connect2Court LLC Services, including, without limitation, all computer hardware and software, modems, printers, telephone service and Internet access.

3.2 Password. Each Authorized User will be issued or otherwise assigned User Identification to access and use Connect2Court LLC. You are solely responsible for tracking the User Identifications to specific Authorized Users and for ensuring the security and confidentiality of all User Identifications. You acknowledge that You are fully responsible for all liabilities incurred through the use of any User Identification and that any transaction under a User Identification will be deemed to have been performed by You. You will immediately notify Connect2Court LLC of any unauthorized use of any User Identification, or any other breach of security known to You. Use of any User Identification other than as provided in this Agreement will be considered a breach of this Agreement by You.

3.3 Hours of Operation; Scope of Connect2Court LLC Services. Connect2Court LLC reserves the right at any time and without prior notice to You to change the Connect2Court LLC Services' hours of operation or to limit Your access to the Connect2Court LLC Services to perform repairs, make modifications, or because of circumstances beyond Connect2Court LLC's reasonable control. Connect2Court LLC may add or withdraw products or services to or from Connect2Court LLC Services from time to time. You acknowledge that Connect2Court LLC has no obligation to maintain or provide any Enhancements to the Connect2Court LLC Services.

3.4 Privacy Statement. Connect2Court LLC believes strongly in protecting user privacy and providing You with notice of Connect2Court LLC's collection and use of data, including personal identifying information, collected on the Connect2Court LLC Internet Site. Please refer to the Connect2Court LLC Privacy Statement for information regarding how Connect2Court LLC uses and collects information.

Section 4. Limitations on Use

4.1 Individual Access. Only one individual may log in to the Connect2Court LLC Internet Site at the same time using the User Identification assigned unless we permit otherwise.

4.2 Intellectual Property. Connect2Court LLC program is the property of Connect2Court LLC and is protected by applicable intellectual property laws.

Section 5. Representations and Warranties.

5.1 Security. Connect2Court LLC shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality and integrity of the data or documents submitted by you through the Connect2Court LLC system, and the computing, processing, and storage

devices used to process, maintain, store, and transmit Confidential information. At a minimum, Connect2Court LLC shall remain compliant with PCI security standards, and shall additionally obtain SSAE16 Type II certification and thereafter remain compliant with the same or equivalent. Connect2Court LLC shall not use data or documents submitted through the Connect2Court LLC system for any purpose other than the performance of this Agreement and will not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey any such information to any third party without the Court's consent, except as may be required by law, regulation, judicial or administrative process or as may be required under the electronic filing agreement with the local court.

5.2 You agree that, except as specifically set for herein, Your access to and use of Connect2Court LLC program and the content available through Connect2Court LLC programs is on an "as-is" basis, and Connect2Court LLC does not make any representations or warranties, express or implied, including, without limitation, any representations or warranties of merchantability or fitness for a particular purpose.

Section 6. Fee Schedule

6.1 Fees. You will pay Connect2Court LLC the fees, charges, and other amounts for the License and the Connect2Court LLC Services at the rates specified in the current Fee Schedules at the date of Your or Your Authorized Users' use of the Connect2Court LLC Services. You are ultimately and fully responsible for payment to Connect2Court LLC of all fees, charges, and other amounts (including, without limitation, any statutory filing or other court fees), whether or not You are incurring such fees, charges, or other amounts on Your account or behalf of Your client. All amounts payable under this Agreement are denominated in United States Dollars and You will pay all such amounts in lawful currency of the United States. Connect2Court LLC reserves the right to change its generally applicable fees or its method of measuring usage, or both, at any time without prior notice. Fees charged to the authorized user for this service are subject to change by Connect2Court LLC.

The Electronic Filing Fee, electronic Service Only Fee, do not include any statutory or other court fees, which are Your responsibility.

6.2 Payment Terms. Unless You and Connect2Court LLC separately agree to different payment terms, You will pay for the fees, charges, and other amounts for Your and Your Authorized Users' use of the Connect2Court LLC Services by credit card. When You register for the Connect2Court LLC Services, You will be prompted to enter Your credit card information. Connect2Court LLC accepts Visa, MasterCard and American Express cards.

6.3 Suspension of Services. If You fail to pay any amount under this Agreement when due, in addition to any other remedies available at law or in equity, Connect2Court LLC will have the right, in its sole discretion, to immediately suspend the License, and You and Your Authorized Users' access to and use of the Connect2Court LLC Services.

Section 7. Proprietary Rights

7.1 Ownership. The Connect2Court LLC, the Connect2Court LLC Internet Site, and the Connect2Court LLC constitute or otherwise involve valuable Proprietary Rights of Connect2Court LLC. You acknowledge that You obtain only license rights under this Agreement. No title to or ownership of the Connect2Court LLC Services, the Connect2Court LLC Internet Site, and the Connect2Court LLC, or any Proprietary Rights associated therewith is transferred to You, any Authorized User, or any third party under this Agreement.

7.2 Protection of Proprietary Rights. You will not infringe or violate and will take appropriate steps and precautions for the protection of Connect2Court LLC's Proprietary Rights. Without limiting the generality of the foregoing, You will (a) maintain access and use restrictions sufficient to prevent any Unauthorized Use; (b) not make the Connect2Court LLC Services, the Connect2Court LLC Internet Site, the Connect2Court LLC or Third Party Content available to any third party without the prior written consent of Connect2Court LLC; and (c) otherwise use Your best efforts to prevent any Unauthorized Use. You will immediately notify us of any Unauthorized Use that comes to Your attention and cooperate with Connect2Court LLC to investigate and prevent the same. In the event of any Unauthorized Use relating to Your activities, any Authorized User, or any of Your representatives, You will take all steps reasonably necessary to terminate such Unauthorized Use.

7.3 Infringer Policy. Connect2Court LLC respects the intellectual property of others and expects its users to do the same. Connect2Court LLC may, in appropriate circumstances and at its discretion, limit access to the Connect2Court LLC Internet Site and/or terminate your account if You or any of Your Authorized Users infringe the intellectual property rights of others. Any person who believes that any Information available through the Connect2Court LLC Internet Site infringes upon any copyright owned or controlled by such person, or that any link on the Connect2Court LLC Internet Site directs users to another Web site that contains such infringing material may file a notification of such infringement with our Designated Agent. Please see the Copyright Policy and Notice and Procedure for Notifying Designated Agent of Claims of Copyright Infringement.

Section 8. Disclaimers and Limitations

8.1 Assumption of Risk; Responsibility to Verify. You acknowledge that Connect2Court LLC does not verify the completeness, propriety, timeliness, or accuracy of any Information or Third-Party Content available through the Connect2Court LLC Internet Site. Connect2Court LLC does not control the contents of any Information and except as provided in section 5.1, supra, will not be responsible for any claimed loss of privilege or other claimed injury due to disclosure of sealed, confidential, or privileged information. Connect2Court LLC may provide from time-to-time links from the Connect2Court LLC Internet Site to other Web sites that are not controlled by Connect2Court LLC and are not related to the Connect2Court LLC Services. Connect2Court LLC provides these links only as a convenience, and no such link implies an affiliation, endorsement, or adoption by Connect2Court LLC of the linked Web site or any Information, services, or products obtained through such links. You acknowledge that by providing the Information and the Connect2Court LLC Services, Connect2Court LLC does not underwrite or assume any of the risks of Your business or activities. IT IS YOUR RESPONSIBILITY TO VERIFY THE INFORMATION AND THIRD-PARTY CONTENT OBTAINED THROUGH THE CONNECT2COURT LLC INTERNET SITE WITH THE OFFICIAL INFORMATION REPOSING AT THE COURT OF RECORD OR OTHER DATA SOURCE.

8.2 DISCLAIMER. THE LICENSE, CONNECT2COURT LLC SERVICES, THE CONNECT2COURT LLC INTERNET SITE, CONNECT2COURT LLC, INFORMATION AND ALL SOFTWARE, SERVICES AND OTHER ITEMS PROVIDED THEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED EXCEPT AS PROVIDED IN SECTION 5.1, SUPRA. CONNECT2COURT LLC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OWNERS, SUPPLIERS AND THE PROVIDERS OF THIRD-PARTY CONTENT, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, CONCERNING ANY ERROR, DEFECT, DEFICIENCY, INFRINGEMENT OR NONCOMPLIANCE IN THE CONNECT2COURT LLC SERVICES, THE CONNECT2COURT LLC INTERNET SITE, CONNECT2COURT LLC, INFORMATION OR ANY SOFTWARE, SERVICES OR OTHER ITEMS PROVIDED BY, THROUGH OR ON BEHALF OF CONNECT2COURT LLC UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

8.3 Third-Party Content, Software and Services. Except as otherwise agreed upon by the parties in writing, the warranties, obligations, and liabilities of Connect2Court LLC and Your remedies concerning any Third Party Content, software or services will be limited to whatever recourse may be available against the third-party provider of such Third Party Content, software or services and ARE SUBJECT TO ALL RESTRICTIONS AND OTHER LIMITATIONS AS MAY BE DISPLAYED IN OR REFERENCED BY SUCH THIRD PARTY CONTENT, SOFTWARE OR SERVICES.

Section 9. Your Warranties and Indemnification

9.1 Warranty. In addition to any warranties set forth elsewhere in this Agreement, You warrant to Connect2Court LLC that the performance of Your obligations and Your and Your Authorized Users' access to and use of the Connect2Court LLC Services will not violate any third party rights or any applicable laws, rules or regulations.

9.2 Indemnification. Except for damages resulting from Connect2Court LLC's breach of section 5.1, supra, and to the extent permitted by law, you will defend, indemnify and hold harmless Connect2Court LLC, and its directors, officers, employees, owners, and agents from and against any claims, costs, losses, damages, judgments and expenses (including reasonable attorneys' fees) arising out of or in connection with (a) any claim alleging any breach by You of any of the foregoing warranties or any other provision of this Agreement; (b) any damage arising from causes beyond the control or without the fault or negligence of Connect2Court LLC but within your reasonable control; (c) any use by You or Your Authorized Users, customers or clients of the Information, Third Party Content, or any other software, services or other items provided under this Agreement.

Section 10. Limitations of Liability

10.1 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result

of any cause or condition beyond such party's reasonable control (including, without limitation, any act or failure to act by the other party). This paragraph will not apply to any payment obligation of either party.

10.2 No Consequential Damages. NEITHER CONNECT2COURT LLC NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES OWNERS, SUPPLIERS, AND THE PROVIDERS OF THIRD-PARTY CONTENT WILL BE LIABLE TO YOU OR ANY OF YOUR AUTHORIZED USERS, CUSTOMERS, OR CLIENTS FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE) WHETHER OR NOT CHARACTERIZED BY IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF CONNECT2COURT LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY, ARISING FROM OR RELATED TO ANY PROVISION OF THIS AGREEMENT, THE LICENSE, CONNECT2COURT LLC SERVICES, THE CONNECT2COURT LLC INTERNET SITE, THE CONNECT2COURT LLC, INFORMATION OR ANY SOFTWARE, SERVICES OR OTHER ITEMS PROVIDED IN CONNECTION THEREWITH, OR THE FAILURE OF CONNECT2COURT LLC TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE BY CONNECT2COURT LLC.

10.3 Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM CONNECT2COURT LLC 'S BREACH OF SECTION 5.1, IN NO EVENT WILL THE AGGREGATE LIABILITY OF CONNECT2COURT LLC ABOUT THE LICENSE, CONNECT2COURT LLC SERVICES, INFORMATION AND ANY OTHER ITEMS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT EXCEED THE COMPENSATION PAID BY YOU TO CONNECT2COURT LLC UNDER THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE ACCRUAL OF SUCH CLAIM. YOUR RIGHT TO MONETARY DAMAGES UP TO THAT AMOUNT WILL BE IN PLACE OF ALL OTHER REMEDIES THAT YOU OR YOUR AUTHORIZED USERS MAY HAVE AGAINST ANY COVERED PARTY.

Section 11. Arbitration

Any controversy or claim arising out of or relating to this Agreement, which is not settled by reasonable negotiations between the parties, will be settled by arbitration that will be binding on all parties. Each party expressly agrees to be bound to any results of such arbitration and not to dispute in any way, at law or otherwise, the decision rendered by such arbitration. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitration will be conducted by a single arbitrator and agreed rules if all parties can agree upon such arbitrator and rules, and if such agreement cannot be reached between the parties, the arbitration will be arbitrated by a single arbitrator by the rules of the American Arbitration Association, which decision will be binding on the parties. The arbitrator will not be empowered to award punitive damages to either party. The arbitrator will be a person from the locality of Atlanta, GA, and the arbitration hearing will be held in the Atlanta GA metropolitan area. The cost of arbitration will be borne equally by the parties unless the arbitrator makes a final determination, which determination will be binding upon the parties, that one of the parties should be regarded as the prevailing party as to the matters submitted to the arbitration, in which event the non-prevailing party will bear all costs related to the arbitration. Notwithstanding the foregoing, either party may, on good cause shown, seek a temporary restraining order and/or a

preliminary injunction from a court of competent jurisdiction, to be effective pending the institution of the arbitration process and the deliberation and award of the arbitrator.

Section 12. Daily and Monthly Usage Limits

Section 13. Miscellaneous

13.1 Refunds.

Refunds will be issued for services upon request if the request is made within 30 business days of the charge by contacting support at refunds@Connect2Court.com.

13.2 Modifications. This Agreement may be amended by Connect2Court LLC from time to time by Connect2Court LLC posting on the Connect2Court LLC Internet Site the amended Agreement or other notice of the amendments. Latest revision dates are indicated at the top of the document. Continued use of the Connect2Court LLC Internet Site following the fifteenth day after such posting will constitute acceptance of the change. If You do not accept the amended terms, You must cease using the Connect2Court LLC Services.

13.3 Assignment. This Agreement, and the License granted hereunder, may not be assigned by You to any third party. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

13.4 Nonwaiver. Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach.

13.5 Termination. Notwithstanding any of these terms and conditions, Connect2Court LLC reserves the right, without notice and in its sole discretion, to terminate Your License, and to block or prevent future access to and use of the Connect2Court LLC Services by You or Your Authorized Users. Unless such termination is at Your request or is due to Your breach, Connect2Court LLC will refund any fees prepaid by You for periods following the effectiveness of such termination. You will be responsible for paying Connect2Court LLC any amounts owed for You and Your Authorized Users' access to and use of the Connect2Court LLC Services before the effectiveness of such termination. Upon termination, You will immediately discontinue use of the Connect2Court LLC Services.

13.6 Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

13.7 Questions and Contact Information. General questions or comments about the Connect2Court LLC Internet Site or the Connect2Court LLC Services may be directed to Connect2Court LLC's Customer Service by e-mail at support@Connect2Court LLC tech.com or by postal mail at Connect2Court LLC 3400 Peachtree Road, suite 635 Atlanta GA 30326.

13.8 Applicable Law; Jurisdiction and Venue. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Georgia, U.S.A., without reference to its choice of law principles to the contrary. The 1980 UN Convention on Contracts for the International Sale of Goods or its successor will not apply to this Agreement.

13.9 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and this Agreement replaces and supersedes any prior verbal understandings, written communications, or representations on the subject matter hereof.

13.10 Pro Subscription Usage. There is no Pro subscription

13.11 No Aggregation. Aggregation of data from the website is strictly prohibited. Any user or users suspected of Aggregation will be suspended from accessing the site without notice. If a user is interested in compiling publicly available case records, they can reach out to Connect2Court LLC Support at support@Connect2Court LLC for information about secure and controlled data transfers.