

# Terms and Conditions of Service

## 1. Acceptance of Terms and Conditions.

This is an agreement (“Agreement”) between you (“Subscriber”) and Process Server Central, LLC, d/b/a "My Court Calendar™", (Hereinafter, "PSC"). This Agreement governs your use of any website, software, server, web page, or other application (“Service”) operated by PSC (each a “Process Server Central, LLC software”, “Process Server Central, LLC Web Site” and collectively, the “Process Server Central, LLC Web Site and Software Applications”).

PSC offers you this Service subject to the following terms and conditions which may be periodically revised by us without notice to you. You are responsible for regularly reviewing these terms, conditions and notices, and any additional terms posted on the [www.mycourtcalendar.com](http://www.mycourtcalendar.com) website. Your continued use of the PSC web site(s) after the effective date of such changes constitutes your acceptance of and agreement to such changes.

**PSC OFFERS THE WWW.MYCOURTCALENDAR.COM WEBSITE AND MOBILE APPLICATION(S) TO YOU CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THIS AGREEMENT. YOUR USE OF THE WWW.MYCOURTCALENDAR.COM WEBSITE, MY COURT CALENDAR MOBILE APPLICATIONS AND/OR THE MY COURT CALENDAR SOFTWARE ENTITLED, “MY COURT CALENDAR™” CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY; AND AN EXCLUSIVE REMEDY. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF OUR BUSINESS RELATIONSHIP.**

## 2. Proprietary Rights of PSC

You acknowledge and agree that the PSC software contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by PSC or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. PSC grants you a personal, non-transferable and non-exclusive right and license to use the software entitled, “My Court Calendar™” ([www.mycourtcalendar.com](http://www.mycourtcalendar.com)) provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the

Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by PSC for use in accessing the Service.

### **3. Description of Services**

PSC provides subscribers to a vast array of case management options to assist law enforcement agencies in facilitating information in an efficient cost effective manner. The software program offers features such as returns of service, affidavits, investigative reports, accounts receivable functionality, electronic forwarding of documents images and photos, data input and retrieval mechanisms to name a few. You understand and agree that this Service is being provided on an annual basis and requires an annual payment from you in order to have continued access the software. (You may elect to make quarterly payments, however an annual commitment is required for usage of the My Court Calendar™ software program. You also understand and agree that the service may include advertisements and that these advertisements are necessary for PSC to provide the annual service. You also understand and agree that the Service may include certain communications from PSC, such as service announcements, administrative messages and that these communications are considered part of the My Court Calendar™ subscription and that you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new PSC properties, shall be subject to the terms and conditions of Service. You understand and agree that the Service is provided “AS-IS” and that PSC assumes no responsibility for the timeliness, deletion, erroneous data or failure to store any user communications or personalization settings or data. You are responsible for obtaining access to the service and that access may involve third party fees (such as internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

### **4. Your Responsibilities for Registration**

In consideration of your use of the Service, you represent that you are of legal age and/or a legal representative of your agency, to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (1) provide legitimate, true, accurate, current and complete information about yourself and your agency as prompted by the Service registration form (such information being the “Registration Data”) and (2) maintain and promptly update the registration data to keep it legitimate, true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or PSC has any reasonable grounds to suspect that such information is illegitimate, untrue, inaccurate, not current or incomplete, then PSC has the right to

suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

## **5. Subscriber Account Information, Password and Security**

PSC will provide you with a user name and password upon completing the registration process. Upon receipt, you may edit only the password on your account. It is your responsibility to secure such passwords and account information. You are completely and fully responsible for any and all activities, including electronic messages that take place under your password or account. You agree to: (1) immediately notify PSC of any unauthorized use of your password or account or any other breach of security; and (2) ensure that you properly exit from your account at the end of each session. PSC cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

## **6. Payment Terms**

The non-exclusive, revocable, personal, non-transferable license to utilize “My Court Calendar™” is contingent upon payment in full of your quarterly or annual service fee and monthly storage fee(s). You must make these continuous payments, in-full, to My Court Calendar™ in order to have continued access. The monthly storage fee(s) is/are assessed based upon the amount of storage space that is required to host (house) your data on our server(s).

Payment of the quarterly or annual service fee must be received by PSC on or before the due date displayed on your account in the My Court Calendar™ software program or other PSC invoicing method.

Payment of the monthly storage fee(s) must be received by PSC on or before the due date displayed on your account in the My Court Calendar™ software program or other PSC invoicing method.

Payment for non-exclusive, revocable, personal, non-transferable license may be made by credit card, debit card, money order, check, or some other prearranged payment method. Payment terms are within the sole and complete discretion of PSC. Your non-exclusive, revocable, personal, non-transferable license is subject to cancellation by PSC for non-payment and such cancellation is at the sole and complete discretion of PSC.

All payments must be submitted, received and cleared by our bank on or before the due date listed in your account. There are no refunds or pro-rated credit rendered for annual payments submitted should you decide to discontinue usage of the software prior to the expiration of your annual term. There are also no refunds for any prepayment of services or programming regardless of your use of those services or programming.

In the event that you are on a quarterly payment plan, the remaining balance for the annual service fee is due and payable on-demand should you decide to discontinue usage of the software prior to the expiration of your annual term. You agree to grant PSC the legal authority to charge your credit or debit card on file or the credit/debit card previously submitted by you for the remaining balance of your account.

**You have the right to initiate a chargeback on any credit and/or debit card transaction made with PSC. However, in the event that you initiate a charge back which is deemed to be unsubstantiated (not supported or ruled by the credit card company as an unsubstantiated or unfounded claim), you understand and agree to pay PSC a (\$35) thirty-five dollar fee and authorize PSC to charge your credit or debit card for such amount. You understand and agree that the (\$35) thirty-five dollar fee in no way releases you from your financial responsibility / liability for the total amount of money due on your account prior to and/or after the chargeback.**

Your usage of the My Court Calendar™ software program(s) is on an annual basis and is deemed to be recurring until such time as you notify PSC in writing of your desire to cancel the service. This means that you owe PSC the applicable annual charge(s) regardless of whether or not you continued to utilize the service. You agree to grant PSC the legal authority to charge your credit or debit card on file or the credit/debit card previously submitted by you for any recurring annual fees. Acceptable terms of notification are via electronic mail or letter to the e-mail address or mailing address listed in the “Contact Us” page of our website located at [www.mycourtcalendar.com](http://www.mycourtcalendar.com).

Should you elect to notify us via U.S.P.S., it must be delivered via certified mail with a return receipt showing proof of delivery (signature card). The written notification of cancellation MUST be postmarked PRIOR to the end of the term in which you have already paid.

The “Free Trial” offer automatically rolls to an annual subscription (at our highest billable rate) unless you notify PSC in writing of your desire to cancel the service. The notification to cancel service during the free trial stage must be e-mailed or postmarked prior to the end of your free trial date. Notification MUST be made in the manner listed above (e-mail or U.S.P.S. Certified Mail, Return Receipt with proof of delivery).

## **7. Late Payments**

In addition to any other rights hereunder, Subscriber agrees to pay PSC interest equal to the then-current Prime Rate plus 3% (three percent) of any unpaid fee which is not disputed, for each 30 (thirty) day period, or portion thereof, in which any such fee remains unpaid. For purposes of this section the term, “Prime Rate” shall mean the rate of interest per annum publicly announced from time to time by Citibank, N.A. as its prime rate in effect at its’ principal office located in New York City, New York. PSC also reserves the right to bill and you agree to pay a (\$100.00) reactivation fee each time one of your payments are received past the due date. You agree to grant PSC the legal

authority to charge your credit or debit card on file or the credit/debit card previously submitted by you for any fees associated with this section 7.

## **8. Service and Support**

PSC does not provide any type of service to any of your computer hardware. PSC has no obligation to provide technical support. However we may provide technical support at our sole and complete discretion. You understand and agree that PSC is not liable for any mistakes, errors, omissions and or loss of revenue caused by any misinterpretation, inaccurate or erroneous technical support provided to you in regards to the usage of My Court Calendar™ and/or any of the other PSC web sites, mobile applications or servers. You also understand and agree that PSC is not responsible for any loss of your data that is housed, stored and/or maintained on our server(s).

## **9. Unlawful / Harmful Use of the [www.mycourtcalendar.com](http://www.mycourtcalendar.com) Website(s) and/or the My Court Calendar™ Software**

The PSC software is intended for your business use and may not be reproduced, altered, sold, leased or in any way shape or form transferred to a third party. You will not use the PSC web site(s) or software in any way that is unlawful, or harms PSC, its resellers, affiliates, service providers, distributors, and/or suppliers (each, a “PSC Party” and collectively, the “PSC Parties”) or any customer of a PSC Party, as determined by the sole discretion and complete discretion of PSC. PSC may tell you about certain specific harmful uses in a code of conduct or other notices available through the [www.mycourtcalendar.com](http://www.mycourtcalendar.com) website(s), but has no obligation to do so. You may not use the [www.mycourtcalendar.com](http://www.mycourtcalendar.com) Website(s) or the My Court Calendar™ software in any way that breaches any code of conduct, policy or other notice applicable to PSC. Without limiting the generality of this section, you may not use the My Court Calendar™ software or any affiliate websites in any manner that could damage, disable, overburden, or impair any, or interfere with any other party's use and enjoyment of the My Court Calendar™ software or affiliate website(s).

## **10. Communications You Send and/or Post to Other Subscribers or External Recipients.**

The messages that you post or otherwise provide to PSC or other subscribers via the communication center on the software or any affiliate PSC websites (a “Submission”), is considered to be in the open domain and you grant PSC permission to (1) use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, translate and reformat your submission, and (2) sub-license these rights, to the maximum extent permitted by applicable law. PSC will not pay you for your Submission. PSC may remove your Submission at any time. For each Submission, you represent that you have all rights necessary for you to make the grants in this section. To the maximum extent permitted by applicable law, PSC may monitor your e-mail, or other electronic

communications and may disclose such information in the event it has a good faith reason to believe it is necessary for purposes of ensuring your compliance with this Agreement, and protecting the rights, property, and interests of the PSC Parties or any customer of a PSC Party.

## **11. Software**

Your use of any software associated with PSC is subject to and will be governed by the terms and conditions of this license Agreement. You agree that you and your employees, sub-contractors, customers will be bound by such license agreement. Once a monthly payment is rendered by you or your agency representative, PSC grants to you a non-exclusive, revocable, personal, non-transferable license to use such software solely in connection with the [www.mycourtcalendar.com](http://www.mycourtcalendar.com) website(s) and in accordance with this agreement. Annual subscription fees must be paid by you or your agency in order for your continued use of the software. The payments may be rendered quarterly (four times per year) or annually (once per year). PSC may terminate your ability to utilize the software at any time and for any reason at its' sole discretion. PSC reserves all rights to such software not expressly granted to you in this Agreement. Such software is protected by copyright and other intellectual property laws and treaties. PSC or its' licensor own the title, copyright, and other intellectual property rights in such software, and such software is licensed, not sold. You will not disassemble, decompile, or reverse engineer such software, except and only to the extent that such activity is expressly permitted by applicable law and written authorization is rendered by PSC. PSC may automatically check your version of such software and may automatically download upgrades to such software to your computer to update, enhance and further develop the software and/or the My Court Calendar™ website(s).

## **12. Privacy Policy**

Registration data and certain other information about you are subject to our Privacy Policy. You understand that through your use of the service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information within the United States and/or to other countries for storage, processing, and use by PSC and its affiliates. Please review our complete privacy policy for more information.

## **13. PSC Makes No Warranty**

**PSC PROVIDES THE MY COURT CALENDAR™ SOFTWARE “AS IS”, AND “WITH ALL FAULTS” AND “AS AVAILABLE”, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY**

**APPLICABLE LAW, THE PSC PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED.**

**THE PSC PARTIES DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION (1) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT, (2) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (3) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF THE MY COURT CALENDAR WEBSITE(S) LOCATED AT [WWW.MYCOURTCALENDAR.COM](http://WWW.MYCOURTCALENDAR.COM) WILL BE UNINTERRUPTED OR ERROR-FREE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.**

#### **14. Subscriber Conduct**

You understand and agree that all information, data, text, software, graphics, electronic messages or other materials (“Content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such content originated. This means that you are entirely responsible for all content that you upload, download, post, email, transmit or otherwise make available via the Service. PSC does not control the content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such content. You understand that by using the Service, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will PSC be liable in any way for any Content, including, but not limited to, for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed, transmitted or otherwise made available via the Service or any errors or omissions in Content. You agree to not use the communication center of the Service to: (1) e-mail, post, upload, download, electronically transmit or otherwise make available any content that is unlawful, threatening, abusive, harmful, tortious, harassing, vulgar, defamatory, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (2) e-mail, post, upload, download, electronically transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships, client relationships, independent contractor relationships or non-disclosure agreements; (3) e-mail post, upload, download, electronically transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, such as: “pyramid schemes”, “spam”, “chain letters”, “junk mail”, or any other form of solicitation; (4) e-mail, post, upload, download, electronically transmit or otherwise make available any Content that infringes any trademark, trade secret, patent, copyright or other proprietary rights (“Rights”) of any party; (5) e-mail post, upload, down-load, electronically transmit or otherwise make available any material that contains software viruses or any other

computer code, files or programs designed to destroy, interrupt, or limit the functionality of any telecommunications equipment or computer software or hardware; (6) disrupt or interfere with the Service or servers or networks connected to the Service, or disobey any requirements, policies, procedures or regulations of networks connected to the Service. You understand and agree that PSC will cooperate with all local, state and federal law enforcement authorities, and United States courts in disclosing your identity and account information if it deems appropriate to do so for the purposes of any official investigation and/or court proceeding.

## **15. Indemnity**

To the fullest extent permitted by law, you agree to indemnify, defend, and hold PSC, and its subsidiaries, affiliates, officers, agents, parents, successors, assigns, co-branders or other partners, and employees, harmless from any claim or demand, cause of action, debt or liabilities, including reasonable attorneys' fees, expenses and court costs, made by any third party due to or arising out of content you submit, post, transmit or make available through the service, your use of the service, your connection to the service, your breach of the terms and conditions as set forth herein, your omissions, misrepresentation, or negligence, and/or your violation of any rights of another.

## **16. Liability Limitation**

**IN NO EVENT WILL ANY PSC PARTY BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR YOUR USE OF THE MY COURT CALENDAR™ SOFTWARE OR PSC WEBSITE(S), EVEN IF SUCH PSC PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES UNDER SECTION 13 IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) NEGLIGENCE, OR (4) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE MY COURT CALENDAR™ SOFTWARE OR PSC WEB SITE(S), OR YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST ANY PSC PARTY WITH RESPECT TO THIS AGREEMENT OR THE MY COURT CALENDAR™ SOFTWARE OR PSC WEBSITE(S), THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE MY COURT CALENDAR™ SOFTWARE AND THE PSC WEBSITE(S).**



## **17. Governing Law – Location for Dispute Resolution**

**THIS AGREEMENT AND ANY SALES RESULTING FROM IT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. YOU AGREE THAT ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN SUBSCRIBER AND/OR USER AND PSC, ITS' AGENTS, EMPLOYEES, PRINCIPALS, SUCCESSORS, ASSIGNS, AFFILIATES (COLLECTIVELY FOR THE PURPOSES OF THIS PARAGRAPH, "PSC") ARISING FROM OR RELATING TO THIS AGREEMENT, ITS' INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS WHICH RESULT FROM THIS AGREEMENT (INCLUDING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RELATIONSHIPS WITH THIRD PARTIES WHO ARE NOT SIGNATORIES TO THIS AGREEMENT), PSC ADVERTISING, OR ANY RELATED PURCHASE OR SALE SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY A COURT OF JURISDICTION LOCATED WITHIN TAMPA, HILLSBOROUGH COUNTY FLORIDA.**

## **18. Upgrades, Changes, Revisions, Deletions to the My Court Calendar™ Software**

PSC may upgrade, change, revise, and/or delete section(s) of the software at any time at its sole and complete discretion. Should you decide that the upgrades, changes, revisions and/or deletions are not suitable to your business then you could discontinue using the Service. You understand and agree that your decision to discontinue using the Service does not entitle you to any rebates, refunds or pro-rations for monies already paid for such Service. **All monies paid in advance for the Service are non-refundable.**

## **19. Viruses or Disabling Features**

You understand, acknowledge and agree that PSC is not responsible or liable for: (1) any viruses or other disabling features that affects your access to or use of the My Court Calendar™ software and PSC website(s); (2) Any incompatibility between the PSC web site(s), servers and other web sites, software, hardware and servers; (3) any delays or failures you may experience in initiating, conducting or completing any transmissions or transactions in connection with the My Court Calendar™ software, PSC websites and/or servers in an accurate or timely manner, or (4) any damages or costs of any type associated with your use of the services made available from third parties through links and/or modules on the My Court Calendar™ software and/or the PSC website(s).

## **20. Resale Prohibited**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The subscription is intended for the use of your agency and may not be transferred, sold, loaned or leased to anyone else. Permission is granted to print mapping directions, affidavits, returns of service, invoices, field sheets, accounting forms, communication center advertisements, and e-mails in regards to you or your agency business provided you do not modify the default materials and that you retain all copyright and other proprietary notices contained in the materials. You may, however, customize a return of service, invoice or any form available for customization in the appropriate "Customize Your Forms" section (if the section is available) of My Court Calendar™. All customizations become the sole intellectual property of PSC and are immediately copyrighted by PSC.

## **21. Termination of Subscription and Access to Stored Data.**

PSC may terminate this Agreement, your subscription or suspend your access to the My Court Calendar™ software at any time, with or without cause, with or without notice, at its sole and complete discretion. Upon such termination or suspension, your right to use the My Court Calendar™ software will immediately cease. Any information / data you have stored on the PSC server(s) may not be retrieved at the date of termination or suspension or at a later date. PSC may purge and/or destroy all of your information / data from its server(s) in the event of a termination or suspension. In the event that you voluntarily discontinue using the Service, all of your information / data that are on our server(s) may be purged and or permanently destroyed by PSC.

## **22. Trademarks, Registered Marks and / or Copyrights**

You may not use the "My Court Calendar™ name for any purpose. You may not use "My Court Calendar™ trademarks or service marks, or "My Court Calendar™ logos, designs or copyrighted works, at any time. You are prohibited from referring to yourself as an authorized reseller of My Court Calendar™, implying that you and My Court Calendar™ are partners, creating the impression that My Court Calendar™, is affiliated with you or has sponsored, authorized, approved or endorsed your agency, or any offer or any marketing, advertising or promotion thereof. You may not register or use any domain name or business name containing or confusingly similar to any name or mark of My Court Calendar's. You will clearly and prominently identify yourself in all offers and advertising, marketing and promotional materials relating to this Agreement. The copyright in all material provided on this site ("Site") is held by PSC or by the original creator of the material. Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of PSC or the

copyright owner. Permission is granted to print mapping directions, affidavits, returns of service, invoices, field sheets, accounting forms, communication center advertisements, and e-mails in regards to you or your agency business provided you do not modify the default materials and that you retain all copyright and other proprietary notices contained in the materials. You may, however, customize an affidavit, invoice, report or any form available for customization in the appropriate "Customize Your Forms" section or other area (if the section or other area is available) designed for customization in the My Court Calendar™ website(s). All customizations become the sole intellectual property of PSC and are immediately copyrighted by PSC. You may not, without PSC permission, "mirror" any material contained on this Site onto any other server. This permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded and printed materials. Any unauthorized use of any material contained on this Site may violate trademark laws, copyright laws, the laws of privacy and publicity, and communications, statutes and regulations.

### **23. Independent Contractors**

No provision of this agreement will or shall be deemed to create a partnership, joint venture or other combination between PSC and you. You and PSC are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is, nor will claim to be a legal representative, franchisee, partner, employee or agent of the other party. Each party is responsible for the amounts it incurs arising from this agreement and for the direction and compensation, and is liable for the actions of its employees and subcontractors.

### **24. Interaction or Business Relationships with Advertisers**

Your correspondence or business relationships with, or participation in promotions of, advertisers found on or through My Court Calendar™ and/or any other PSC website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that PSC shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on any web site(s) or software application owned and operated by PSC.

### **25. Links to Other Websites**

PSC may provide, or third parties on our web site(s) may provide, links to other World Wide Web sites or resources. You acknowledge and agree that PSC has no control over such sites and resources. Furthermore, you acknowledge and agree that PSC is not responsible for the availability of such external sites or resources, and does not endorse

and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You also acknowledge and agree that PSC shall not be responsible or liable, directly or indirectly, for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Please see our full Linking Policy for more details.

## **26. Intellectual Property Rights**

PSC may accept or consider unsolicited ideas, such as ideas for new programming functionality, website features, designs and functionality or new or helpful procedures, guidelines and/or methodology (“User Feedback”). Once submitted, in any form or fashion either verbally or in writing, by you and received by PSC, all rights in and to such User Feedback shall be deemed to be voluntarily assigned, transferred and conveyed by you to PSC and shall become the sole and exclusive property of and shall be credited to PSC in perpetuity. If you are not agreeable to the voluntary assignment, transfer and conveyance of all of your rights, title and interest in the User Feedback from you to PSC, do not submit any User Feedback to PSC. PSC reserves the right to host all Content, User Submissions, Uploads, Postings, E-mail Communications and other data either in PSC’s hosted databases and storage facilities, as well as, databases and storage facilities hosted and operated by third-parties with the understanding that PSC will use commercially reasonable efforts to safeguard such information.

The content on the [www.mycourtcalendar.com](http://www.mycourtcalendar.com) website, except any and all Subscriber submissions, including without limitation, the text, software, coding, archiving methodology, scripts, graphics, photos, tutorials, sounds, videos, interactive features and the like (“Content”) and the trademarks (™), service marks (SM), registered marks (®) and any and all logos contained therein (“Marks”), are owned by or licensed to Process Server Central, LLC, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Process Server Central, LLC reserves all rights not expressly granted in and to the [www.mycourtcalendar.com](http://www.mycourtcalendar.com) website and all the Content located therein.

## **27. Your Agency Name, Agency Logo(s) and/or Agency Image(s)**

Your registration with PSC for this Service grants PSC the right to utilize your agency name, logo(s) and or agency image(s) for the purposes of marketing the PSC software program(s) or any other PSC product and/or service. You acknowledge and agree to allow PSC the right to do this without written consent from you or your legal department and will not charge PSC with any alleged copyright, patent, mark or other intellectual property right violation.

## **28. Archiving**

Subscribers can archive their data by following the instructions in the archiving module. A payment for such service(s) is required at the time of implementation. There are no refunds or credit provided once a payment is submitted for this service. Data can be harvested / exported on a monthly, quarterly, semi-annual or annual basis based upon the subscriber's selection. Once the data is harvested / exported, it is burned onto a DVD by the subscriber. The DVD is supplied and owned by the subscriber and PSC does not reimburse or purchase DVD's for the subscriber.

The exported data may be purged from the My Court Calendar™ software program (30) thirty calendar days after the process begins. The process begins on the date payment is rendered to PSC for the exporting / archiving of data. For example, if you elect to export data on a monthly, quarterly, semi-annual or annual basis and submit the subsequent payment for such election on May 1<sup>st</sup>, then that particular data will be purged on or about June 1<sup>st</sup> of the same year. Once the data is harvested / exported from the My Court Calendar™ software program, it will no longer be available for the subscriber to access on the My Court Calendar™ software program.

PSC is not liable for any missing, lost or incomplete data during the export / archiving process. The subscriber bears any and all risk(s) associated with the exporting / archiving process.

The archiving of your data must be done by you every (2) two calendar years. We will not retain any of your data, uploads, images, photos or files that has been on our server(s) for more than(2) two calendar years. This means that if the current date is January 2014, then your data being stored on our server(s) prior to January 2012 will be purged. It is your responsibility to archive your data in a time-specific manner according to our policy herein. We will not send you any notifications regarding the required archiving dates of your data.

## **29. Headings**

The section headings used herein are for reference only and do not form a part of these terms and conditions. No construction or inference shall be derived there from. The section headings have no legal or contractual effect.

## **30. Force Majeure**

Neither party shall be deemed in default of this Agreement to the extent that performance of its' obligations or attempts to cure any breach are delayed or prevented by reason of explosion, war, flood, fire, threatened strikes, stoppage of work, strikes, slowdowns, boycotts, picketing, embargoes, requirements imposed by governmental regulations, requirements imposed by civil or military authorities, acts of God, internet shutdowns

slowdowns, or other forms of internet delay, or other causes that are beyond the reasonable control and without the fault or negligence of the party unable to perform, provided that such party gives reasonably prompt notice under the circumstances of such condition(s) to the other party.

### **31. Increase in Subscriber Fees**

PSC reserves the right to increase any and all subscriber fees for the use of My Court Calendar™ by notifying the subscriber at least 30 (thirty) days in advance of such increase. Notification can be delivered via e-mail to the master e-mail address listed on your account, by sending a letter via U.S.P.S. mail to the address on file in your account, and/or general posting on any PSC website(s) or software applications.

### **32. Equitable Remedies**

Subscriber acknowledges and agrees that monetary damages would be insufficient to compensate PSC for an actual or anticipated breach of this Agreement by Subscriber. Subscriber agrees that in such circumstances PSC shall be entitled to equitable remedies (including preliminary and permanent injunctions) in addition to any other remedies available to PSC at law or hereunder.

### **33. Attorney Fees**

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. The execution of this Trial Terms and Conditions Agreement also binds the licensee to the General Terms and Conditions as set forth on the homepage found at [www.mycourtcalendar.com](http://www.mycourtcalendar.com).

### **34. Miscellaneous Information**

- A. *Entire Agreement.*** The terms and conditions set forth herein, coupled with the Non-Disparagement Clause, constitute the entire agreement between you and PSC and governs your use of the Service, superseding any prior agreements between you and PSC with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other PSC affiliate services, third-party content or third-party software.
- B. *Waiver and Severability of Terms.*** The failure of PSC to exercise or enforce any right or provision of the terms and conditions shall not constitute a waiver of such right or provision. If any provision of the terms and conditions is

found by a court of competent jurisdiction to be invalid, then the other provisions of the terms and conditions remain in full force and effect.

**C. *Statute of Limitations.*** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the terms and conditions must be filed within (1) one year after such claim or cause of action arose or it will be forever barred.

## **END OF THE TERMS AND CONDITIONS**

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