

Lafayette Process Servers, LLC., herein referred to as “Lafayette Process Servers”, appreciates the opportunity to serve your court filing, court research, process serving, courier and skip tracing needs (the Services) under the terms and conditions of this Lafayette Process Servers Services Agreement (the Agreement). Please carefully read and understand the entire contents of this Agreement before using the Lafayette Process Servers website or Services. Your use of the Lafayette Process Servers website or of the Lafayette Process Servers Services will constitute your consent and agreement to be bound by all terms and conditions of this Agreement (as 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 this Agreement, we will be unable to provide any services to you.

### **Acceptance of the Lafayette Process Servers Agreement**

By using the Services or Lafayette-process-servers.com website described in this Lafayette Process Servers Agreement, you agree to be bound by all the terms and conditions of this Agreement. You are referred to as the customer described on the Open Account page. 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 Web Site**

Lafayette Process Servers is the sole decision-maker as to the use of the Lafayette-process-servers.com legal website.

### **Customer Information and Online Registration**

Access to some areas and use of some functions of Lafayette Process Servers Services or Lafayette-process-servers.com or other Lafayette Process Servers websites 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) to maintain and update your information (including your e-mail address) and keep it accurate, current, and complete. You acknowledge that if any information provided by you is inaccurate, not current or incomplete, Lafayette Process Servers reserves the right to terminate this Agreement and your use of this website and related services. As part of the registration process, you may be assigned a password or 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 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 Lafayette Process Servers at 1-866-237-2853 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 Lafayette Process Servers 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 Lafayette Process Servers 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**

Lafayette Process Servers may at any time, at our sole discretion, update and revise this Agreement by

posting an amended Agreement on this website. Any changes that Lafayette Process Servers makes to this Agreement will be effective immediately upon posting. Please check this page 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 this website, following the posting of any changes, constitutes acceptance of those changes.

### **Affirmations and Declarations**

By using the Lafayette Process Servers website, you represent, affirm, and declare, under penalty of perjury under the laws of the State of Louisiana 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 Lafayette Process Servers and that you are subject to civil and criminal penalties should you utilize Lafayette Process Servers to violate those laws and regulations and (2) you acknowledge that the information provided by Lafayette Process Servers 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 Lafayette Process Servers are independent contractors. Neither you nor Lafayette Process Servers 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 Lafayette Process Servers to impose any partnership obligation or liability upon either party.

### **Fees**

Lafayette Process Servers has the sole discretion to determine the fees charged to you for using its web site or Services. Fees for the Lafayette Process Servers Services may vary by Client, location, service level and/or the amount of time spent completing Services. Lafayette Process Servers reserves the right to change its fee structure at any time without notice. At any time you can request our fees by contacting us at 1-866-237-2853.

**The fees charged by Lafayette Process Servers are for the attempt/attempts made to serve our client's documents. If a cancellation of service is requested after the documents have been assigned to a server a fee up to the full amount of the original fee for may be charged. This amount will be determined by Lafayette Process Servers. Any refund to the client will be made in the form of a check from Lafayette Process Servers, or such other form as determined by Lafayette Process Servers.**

**Please attempt to confirm the service address before assigning to Lafayette Process Servers. If the address given to us by our client for the defendant/witness being served is incorrect an additional fee that may equal the original fee will be required for service at the additional address.**

### **Service Guidelines and Procedures**

The fee for serving your documents is based on the number of BUSINESS DAYS in which we have to serve them. Service is NOT guaranteed within these days. What is guaranteed is that Lafayette Process Servers will make documented diligent attempts to serve your documents within these days. Causes of delay such as the defendant/witness avoiding service or not being available are circumstances beyond the control of Lafayette Process Servers.

- Lafayette Process Servers will send an e-mail confirmation to the client when service is made.

- Lafayette Process Servers will notify the client by e-mail when an update concerning the status of their documents is ready to view. It will be the client's responsibility to view these updates and, if requested or necessary, respond to Lafayette Process Servers accordingly.
- Please take all measures to have the complete name and address of person or entity being served including suite or apartment numbers to assure that additional charges are not incurred.
- Lafayette Process Servers follows the rules of civil procedure for the jurisdiction that your case is being heard. **Any special requirements you or your client may need must be conveyed to Lafayette Process Servers at the time your order is placed.**
- A finance charge of 1 ½ % per month may be assessed to all past due balances over 30 days. Accounts turned over to collection will incur and be responsible for the payment of reasonable attorney fees and collection costs.

### **Taxes**

Any taxes which Lafayette Process Servers 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**

A valid Visa, MasterCard or American Express card may be required to use the services of Lafayette Process Servers, even if applying for open account terms. Because all transactions are conducted electronically, it is understood and agreed that the physical credit card need not be present with Lafayette Process Servers in order for the charge to the card to be valid and that 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. A person, firm or company to whom credit is granted may have a third party pay an invoice directly to Lafayette Process Servers. However, it is understood and agreed that Lafayette Process Servers 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 Lafayette Process Servers will hold that person, firm or company liable for payment of any invoice submitted to a third party for payment. Lafayette Process Servers reserves the right to restrict the credit of any customer for any reason.

### **Privacy Policy**

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

### **Disclaimer of Warranties and Limitation of Liability**

You agree that your use of the Lafayette Process Servers services and information on the web site is at your own and sole risk. All services are provided on an as is and as available basis. Lafayette Process Servers 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. Lafayette Process Servers 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. Lafayette Process Servers does not

guarantee continuous, uninterrupted or secure access to Lafayette-process-servers.com or Lafayette-process-servers.com services or that 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 Lafayette Process Servers 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 Lafayette Process Servers or any of its parent corporations, subsidiaries, partners, employees, agents, contractors, or consultants shall, at the option and sole discretion of Lafayette Process Servers, 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**

To the fullest extent allowed by applicable law, you agree that neither Lafayette Process Servers nor any of its parent corporations, subsidiaries, partners, employees, agents, affiliates, contractors or consultants will be liable to you, your heirs or assigns, and/or any other person or entity for 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 Lafayette Process Servers 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 Lafayette Process Servers website or Services.

#### **Indemnification**

You agree to indemnify, defend, protect and hold harmless Lafayette Process Servers, its parent corporations, subsidiaries, 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 Lafayette Process Servers 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 Lafayette Process Servers to violate the laws and regulations of the jurisdiction, (iii) your use of the Lafayette Process Servers Services or your failure to pay all sums due Lafayette Process Servers or any local government; and (iv) your supply of 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 Lafayette Process Servers web site.

#### **Termination or Cancellation**

Lafayette Process Servers reserves the right to terminate your use of the Lafayette Process Servers website and services, without notice, for any reason or no reason at all. If your use of the Lafayette

Process Servers web site and Services is terminated or cancelled, you agree that neither you nor any other party will hold Lafayette Process Servers, 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 Lafayette Process Servers 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. Lafayette Process Servers 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 Lafayette Process Servers or any of its subsidiaries.

### **Comments and Suggestions**

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

### **Governing Law**

This Agreement shall be governed by the laws of the State of Louisiana without regard to its conflict of law provisions. You and Lafayette Process Servers agree to submit to the personal and exclusive jurisdiction of the courts located within Lafayette, Louisiana.

### **Force Majeure**

Lafayette Process Servers 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 Lafayette Process Servers 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 Lafayette Process Servers'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 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.

This Agreement embodies the entire agreement between you and Lafayette Process Servers. 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.

**Acknowledgement**

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 by using the Services of Lafayette Process Servers. You agree to comply with all cities, county, state and federal laws and ordinances relating to the Lafayette Process Servers services.