

## **PeachCourt Document Access User Agreement – Terms of Use**

Welcome to PeachCourt, Georgia's statewide Document Access and eFiling System. PeachCourt is comprised of various web pages operated by GreenCourt Legal Technologies in partnership with the Council of Superior Court Clerks of Georgia. Your use of PeachCourt as a General User is conditioned upon your acceptance of the Document Access terms and conditions contained herein. You will be required to accept additional terms and conditions in order to use the PeachCourt eFiling feature. Please read this agreement carefully. By checking the PeachCourt Document Access Terms and Conditions box on the registration page, you are agreeing to be legally bound by the following terms and conditions.

### **Modification of Terms**

GreenCourt reserves the right to supplement, change, delete, or update any of the terms and conditions contained herein. Continued use of PeachCourt constitutes compliance with these terms and conditions as modified, updated, or altered in GreenCourt's sole discretion, including but not limited to the charges associated with using PeachCourt. Any such changes or updates are effective immediately, unless otherwise noted and your continued use after any change indicates acceptance of such changes.

### **Definitions**

The following terms have the following meanings in this Agreement:

"Authorized User" means You and 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 PeachCourt pursuant to the License.

"License" means the limited license granted to You under this Agreement.

"Court Rules" means the local rules of procedure established by a Court as well as any rules promulgated by any Court governing use of PeachCourt.

"PeachCourt" means the GreenCourt service that includes the case retrieval and document access computing services, software and databases and permits Authorized Users to: (a) register for a General User Account, manage profile information, and payment information; (b) access, view, print and/or download case docket information; (c) access, view, print and/or download Court Document Images for a fee; and (d) upgrade to a Filer User Account, with proper authorization.

"Clerk's Office" means the office of the clerk of any of the several superior or state courts in the State of Georgia.

"Court Data" means all electronic data kept and maintained by the Courts in the normal course of business including, but not limited to case management data and databases; Court Document Images, Court Document Data Streams and electronic images of documents filed or scanned into electronic format and any and all metadata, reports and other information related to such documents or their images; Court or GreenCourt developed software and all source and object code related thereto; internal and administrative records of the Courts; and, any and all electronically stored information, data, data streams or court document images kept and maintained by the clerks in furtherance of their statutory duties as the keeper of the Official Record.

"Court Document" means any document filed with a Clerk's Office, including but not limited to, pleadings, pleas, motions, applications, requests, exhibits, briefs, memorandum of law, papers, or other instruments in paper or electronic form.

"Court Document Image" means an electronic image of any Court Document, including an image of the Court Document recreated from a Court Document Data Stream and presented on a computer display or printed on paper.

"Court Document Data Stream" means binary data constituting court documents and from which an image of a court documents may be created or displayed.

"Document Access Transaction" means the record that is created by PeachCourt with respect to the purchase of Court Document Images on a single payment account over a Purchasing Session, which includes, but is not limited to, the Document Type(s), Case Number(s), Number of Billable Pages, Cost, Purchase Date, Payment Method, name of purchaser other associated information.

"GreenCourt" means GreenCourt Technologies, LLC and its operating units and divisions.

"GreenCourt Services" means, collectively, PeachCourt and any related services made available to You and any Authorized User from GreenCourt from time to time.

"GreenCourt Technology" means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, user manuals, on-line documentation, products or other technology and materials of any kind, or any enhancement thereto, used by GreenCourt in connection with the performance of the GreenCourt Services or made available by GreenCourt to You, any Authorized User or any third party through PeachCourt.

"Third Party Content" means any content, records, data, documents, materials, or other information supplied to GreenCourt pursuant to an agreement with a third party for inclusion as part of, or for use with, PeachCourt.

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

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

### **License to Use**

GreenCourt grants to You a nonexclusive, nontransferable, limited, terminable license to use PeachCourt only as authorized in this Document Access User Agreement. You agree that access to PeachCourt or its content will be limited to You or Your Authorized user(s).

The information accessed through PeachCourt shall be for Your own business or internal use in the ordinary course of Your business. While You may share the results of individual record and document searches with clients or customers, You shall not provide any third party (including Your clients or customers) any right of access to PeachCourt, repackage any records or data in any bulk form or otherwise for distribution, or provide any on-going services to third parties through or using PeachCourt.

PeachCourt shall not be used in a manner contrary to or in violation of any applicable federal, state, or local law, rule, or regulation, including without limitation, the Fair Credit Reporting Act (15 U.S.C.A. 1681 et seq., "FCRA"). You certify that neither You nor any of Your Authorized users will use any information obtained from PeachCourt as a factor in establishing a consumer's eligibility for credit or insurance to be used for personal, family, or household purposes, for employment purposes, for residential tenant screening, for governmental licenses, or for other uses which are covered by the FCRA.

### **User Responsibilities**

You are solely responsible for: (a) Your software, services and equipment, including computer and communications devices; (b) ensuring Your software and hardware are suitable for connecting to PeachCourt; and (c) Your access to the internet, Your connectivity to PeachCourt, Your relationship with Your internet service provider, and any telephone or other connection and service fees associated with such access.

You are solely responsible for training and monitoring Your Authorized Users. Your authorization of a user to obtain a username or use Your username is also an authorization of that user to incur charges as described below. You shall be solely responsible for all fees incurred by You or Your authorized user(s).

You will be assigned a username and password for accessing and using PeachCourt. You are solely responsible for maintaining the security and confidentiality of Your username/password, as well as the usernames/passwords of Your Authorized Users. You will promptly notify PeachCourt Support if Your username/password is lost, stolen, no longer valid, has been misused, or compromised in any manner and will promptly cancel such username/password. GreenCourt will disable an account if it suspects unauthorized use of a username or password, or in the event of any user activity that may compromise PeachCourt, or if a username or password is compromised in any way. GreenCourt shall have no liability to You or any of Your Authorized Users, or any third party (including, without limitation, Your clients or customers, if any) for any claim based upon misuse of a username/password. You are solely responsible to control all usernames/passwords appropriately assigned by You and may immediately suspend access to PeachCourt if You suspect unauthorized use of a username/password or in the event of an activity that might compromise PeachCourt.

You are solely responsible for updating PeachCourt with any change in Your contact information including, without limitation, the change of address, legal name, telephone number(s), facsimile number(s), email address, withdrawal from a law firm, or any other material information known by You that is part of Your contact information.

You are solely responsible for checking PeachCourt for changes to the terms of this Agreement and with the Courts periodically for changes in the Court Rules. PEACHCOURT IS NOT RESPONSIBLE FOR CHANGES TO COURT RULES OR NOTIFYING YOU OR YOUR AUTHORIZED USERS OF SUCH CHANGES.

If You are an attorney, Your account will be deactivated if You become suspended or declared inactive by the State Bar of Georgia.

### **Charges, Fees and Payment Terms**

You agree that you will pay for all Court Documents Images You purchase through PeachCourt, and that GreenCourt may charge your payment method for any Court Document Images purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Account. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING GREENCOURT WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES.

You will be billed for all Document Access fees accrued during a 48-hour purchasing session on a given payment account, which shall include a convenience fee of 2.9% + \$0.30. The total purchase price and convenience fee will be automatically charged to the designated payment method at the close of the purchasing session. Electronic receipts will be generated electronically and sent via email to the primary email address on the account within two business days of processing.

Prices for documents or other products offered via PeachCourt may change at any time, and PeachCourt does not provide price protection or refunds in the event of a price reduction or promotional offering.

If a document becomes unavailable following a transaction or cannot be downloaded, your sole remedy is a refund. If technical problems prevent or unreasonably delay access to your document, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by GreenCourt.

#### Document Access Fee

Document Access Fee = \$0.50 per Page

#### Convenience Fee for Online Payment:

A convenience charge of 2.9% + 0.30 will be assessed for each Document Access Transaction processed through PeachCourt.

#### Methods of Payment.

Authorized Users may choose to pay Document Access Fees by one of the following methods:

1. ACH – a financial institution deducts the amount of fees from a designated checking/banking account.
2. Credit Card – Authorized User pays the Fees via a valid credit card. PeachCourt accepts Visa, MasterCard, and Discover.

Authorized User acknowledges and agrees that GreenCourt shall have the right to terminate Authorized Users access and right to use Authorized User's PeachCourt account for failure to pay any Document Access Fee(s) and/or Convenience Fees under this Agreement.

#### **Acknowledgment of Policies and Procedures**

YOU understand that:

- There is a charge for accessing information in PeachCourt. See the Charges, Fees and Payment Terms section above. PeachCourt provides electronic access to case information in Georgia's Courts. By registering for a PeachCourt account, YOU assume responsibility for all fees incurred through the usage of this account.
- Certain accounts may be designated, under court policy, as exempt from fees. If YOUR account is exempt from the fee, it is YOUR responsibility to use the account only within the scope of the fee exemption.
- YOU must alert PeachCourt Support to any errors in billing within 30 days of the date of the bill.
- The per-page charge for access to Court Document Images applies to the number of pages contained in the document purchased, regardless of the number of pages viewed, printed, or downloaded.
- All public information databases furnished by GreenCourt represent duplications of official records and are maintained for convenience purposes only.
- The Official Public Records exist only in the offices of the appropriate Clerks of Court and Public Officials and GreenCourt does not warrant the accuracy or completeness of the public information contained within its databases.
- Any legal or binding actions should be based solely upon appropriate checks of official public records.
- YOU must provide accurate and complete information in registering for this account.
- YOU will promptly inform PeachCourt of any changes to that information.
- The PeachCourt account being registered is for YOUR use only. YOU are responsible for preventing unauthorized use of the account. If YOU believe there has been unauthorized use, YOU must notify PeachCourt Support immediately by calling 844-423-3453 or emailing [info@peachcourt.com](mailto:info@peachcourt.com).

GreenCourt reserves the right to:

- Suspend service to any account with unpaid or delinquent balance(s) due to canceled or declined credit/debit cards or insufficient funds.
- Demand immediate payment, outside of the regularly scheduled invoicing cycles, of an account at any time that GreenCourt determines the action is necessary.
- Notify and seek payment from the law firm listed on YOUR account registration if YOUR account balance is not paid by the due date.
- Reject an account registration request that GreenCourt determines to be related to an existing PeachCourt account with a past-due balance.
- Suspend service to an account if any part of the information provided to GreenCourt as part of this account registration process is fraudulent. Information about the account and any accounts determined to be related to it may be turned over to law enforcement authorities.
- Suspend or reduce service to, or otherwise restrict access to PeachCourt by, any

account that causes an unacceptable level of congestion or a disruption to the operations of the PeachCourt, a Georgia Court, or another PeachCourt user.

- Suspend service to an account at any time that GreenCourt or a Georgia Court determines the action is necessary to prevent fraud or to maintain the security of its computer systems and networks.
- Require prepayment as a condition to resume service for any account that has:
  - (1) Had service suspended or restricted for any reason.
  - (2) Had multiple instances of late payments.
  - (3) Been requested to make immediate payment of fees incurred.

Any attempt to collect data from PeachCourt in a manner that avoids billing is strictly prohibited and may result in criminal prosecution or civil action. PeachCourt privileges will be terminated if they are being misused.

An account determined by GreenCourt to be related to an account that has been subject to an action outlined above may also be subject to the same action.

### **Proprietary Rights**

You acknowledge and agree that PeachCourt is protected by one or more copyrights pursuant to U.S. copyright laws and other intellectual property laws. You agree to abide by any and all copyright notices, trademark notices, ownership information or restrictions contained in any non-public content on PeachCourt. No portion of PeachCourt may be reproduced or transmitted in any way without express written permission from GreenCourt. You further acknowledge and agree that all rights, titles, and interests in PeachCourt shall remain with GreenCourt, its subcontractor(s) or the Council of Superior Court Clerks of Georgia and that YOU WILL NOT violate such proprietary right(s). Any violation will result in the termination of this Agreement, deactivation of Your PeachCourt account, report to the State Bar of Georgia, possible legal action and/or other legal remedies.

### **Warranties**

YOU EXPRESSLY AGREE THAT USE OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH PEACHCOURT IS AT YOUR SOLE RISK. NEITHER GREENCOURT NOR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS, NOR THE COUNCIL OF SUPERIOR COURT CLERKS OF GEORGIA WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES GREENCOURT OR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS, OR THE COUNCIL OF SUPERIOR COURT CLERKS OF GEORGIA MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF PEACHCOURT. ADVICE

RECEIVED VIA PEACHCOURT SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

NEITHER GREENCOURT NOR ITS LICENSORS, EMPLOYEES OR AGENTS, OR THE COUNCIL OF SUPERIOR COURT CLERKS OF GEORGIA MAKE ANY REPRESENTATIONS ABOUT THE SUITABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE PEACHCOURT WEB SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS-IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. GREENCOURT AND/OR ITS SUBCONTRACTORS/LICENSORS/SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

### **Term and Termination**

This User Agreement is effective upon receipt of Your username and password and shall continue until terminated. You may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to GreenCourt. Upon termination by You, any and/or all obligations and duties owed by GreenCourt to You, if any, will end. GreenCourt may provide post-termination assistance to You and may assess upon You reasonable administrative fees and costs associated with such assistance.

GreenCourt may terminate this Agreement, without cause, upon thirty (30) days written notice to You. Additionally, in the event that You breach any material term of the Agreement (including Court Rules), GreenCourt may terminate this Agreement immediately, if You have not cured such breach within five days after GreenCourt gives You written notice of such breach. Material breach includes, without limitation, any misuse of PeachCourt, Your insolvency, or any failure to make payments to GreenCourt. GreenCourt may also terminate Your account if the same remains inactive for six months. Users of a terminated account will lose all access to PeachCourt and will no longer have the ability to access Court Document Images or utilize any other features of PeachCourt. An Authorized User may reactivate a terminated account by going through the online registration process at [www.peachcourt.com](http://www.peachcourt.com) or by contacting PeachCourt Support.

Upon termination of this Agreement, neither You nor Your Authorized Users will have the ability to use PeachCourt.

You are responsible for notifying a Clerk or Court and other Users to PeachCourt of the termination of Your access to PeachCourt.

### **Limitation of Liability**

Neither GreenCourt nor its subcontractors/licensors/suppliers shall be liable to You, Your User's clients or customers, or other third parties for any claim base upon (a) alleged defamation, libel, or slander contained in a document, (b) infringement of any intellectual property rights in a document, and (c) the content and format of a document. Neither GreenCourt nor its subcontractors/licensors/suppliers shall be liable for any losses in connection with the loss of privilege or for any other claimed injury or damages due to disclosure of a document.

Neither GreenCourt nor its subcontractors/licensors/suppliers will be responsible for, and You will not seek to hold GreenCourt or its subcontractors/licensors/suppliers RESPONSIBLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING FROM: (a) any errors in or omissions from PeachCourt; (b) any delays or delivery problems resulting from use of PeachCourt; (c) the unavailability or interruption of PeachCourt or any of its features; (d) Your use of PeachCourt (regardless of whether You received assistance, information or advice from the PeachCourt website or PeachCourt Support); (e) transmission errors or any problems relating to telephone lines or other electronic transmission lines or devices; (f) any alteration or destruction of a document resulting from third parties' unauthorized access to or use of PeachCourt; or (g) any losses or damages or alteration or destruction of a document or information on any party's computer system or elsewhere resulting from the transmission of computer "viruses" or other damaging or destructive software or software components by or through PeachCourt.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GREENCOURT AND/OR ITS SUBCONTRACTORS/LICENSORS/SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF PEACHCOURT, WITH THE DELAY OR INABILITY TO USE PEACHCOURT OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH PEACHCOURT, OR OTHERWISE ARISING OUT OF THE USE OF PEACHCOURT, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PEACHCOURT OR ANY OF ITS

SUBCONTRACTORS/LICENSORS/SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF PEACHCOURT, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING PEACHCOURT.

The Authorized User and GreenCourt shall use reasonable efforts to protect against the contamination of their respective systems and computer files from software viruses, worms or other malicious agents that may reside within messages sent through PeachCourt. At a minimum, such precautions shall include the installation, upgrading and use of commercial virus detection software to scan files and documents transmitted via PeachCourt. Additionally, Authorized User and GreenCourt shall use reasonable efforts to identify and to correct or remove any document or file that may have infected data or contain viruses or other malicious agents. GreenCourt reserves the right to delete infected documents, files or programs, and GreenCourt shall have no liability to the Authorized User, or the sender or intended recipient of infected materials. However, no precautions or virus detection software is or can be effective against all viruses, and thus GreenCourt shall have no liability with regard to any contamination of files, documents, or PeachCourt.

### **Indemnification**

To the extent authorized by law, the Authorized User agrees to defend, indemnify and hold harmless GreenCourt (including its officers, directors and employees) from any claim or demand, including reasonable attorney's fees, made by any third party that GreenCourt was not in compliance with this User Agreement.

### **Applicable Law**

This User Agreement shall be construed and governed in accordance with the laws of the State of Georgia. Any action related to PeachCourt, its use or to enforce this Agreement and its terms and conditions shall be brought only in the Courts in the State of Georgia.

### **Severability**

Should any term of this User Agreement be declared void or unenforceable, then the invalid or unenforceable provision will be stricken from this Agreement without affecting the validity or enforceability of any other provision.

### **No Waiver**

GreenCourt's failure to enforce its rights hereunder shall not be deemed a waiver to any subsequent enforcement of rights.

**Entire Agreement**

This Agreement constitutes the entire agreement between GreenCourt and the Authorized User and thus supersedes any and all other agreements, representations and understandings, whether written or oral.