

PeachCourt Terms & Conditions

PeachCourt Terms and Conditions

The PeachCourt System is comprised of various web pages operated by GreenCourt Legal Technologies, LLC in partnership with the Council of Superior Court Clerks of Georgia. Your use of PeachCourt is conditioned upon your acceptance of the terms and conditions contained herein. This Agreement governs your use of PeachCourt and thus supersedes all previous agreements, representations, or understandings, whether written or oral. By signing in to PeachCourt, you are agreeing to be legally bound by the following terms and conditions. If you do not agree to these Terms and Conditions, do not use PeachCourt.

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.

Most recent update: APRIL 13, 2022.

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 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 a Court governing use of PeachCourt.

“Documents” mean pleadings, Court documents and other legal documents, filings, correspondence and associated data available on PeachCourt.

“PeachCourt” means the GreenCourt service that includes the electronic filing and retrieval service web portal and permits Authorized Users to: (a) register for a Filer Account, manage profile information, payment information, firm information, and notice recipients; (b) file Documents with a Court in electronic form; (c) send or serve an electronic copy of Documents on other parties and their lawyers; (d) perform other functions available through PeachCourt; (e) receive Documents by electronic notification instead of mail or fax; (f) access, view, print, and download case docket information; and (g) access, view, print, and download electronic images of court records, for a fee.

“Clerk’s Office” means the office of the clerk of any of the several state or superior 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, including the Document Type(s), Case Number(s), Number of Billable Pages, Cost, and name of purchaser and firm and other associated information.

“eFile Transaction” means the record that is created by PeachCourt with respect to a sent, eFiled, or eServed Document, including the Document(s), Court name, name of case matter, and name of filing party attorney and firm and other associated information.

“eFiling or eFile” means the act of using PeachCourt to electronically file a document with a Clerk’s Office.

“Filing Fee(s)” means, individually and collectively, the statutory fees, and charges ordinarily charged to Case Parties by a Court, as specified in the then-current fee schedule of the applicable Court.

“GreenCourt” means GreenCourt Technologies, LLC and its operating units and divisions.

“GreenCourt Services” means, collectively, GreenCourt’s PeachCourt Application 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 User Agreement. You agree that access to PeachCourt or its content will be limited to You or Your Authorized user(s). You agree to only use PeachCourt for the purposes of eFiling, eServices, and/or eDocument Access.

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, the User, 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. You shall ensure that Your Authorized Users abide by the terms and conditions contained herein. Also, any account registered by a GreenCourt employee on behalf of an individual agrees to be bound by these terms and conditions. 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).

Authorized Users 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 the continuing accuracy of any and all information provided by you to PeachCourt in connection with the electronic transmission or delivery of any document. You must update 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. FAILURE TO UPDATE PEACHCOURT OF ANY CHANGE IN YOUR

INFORMATION MAY RESULT IN INCOMPLETE DELIVERY OF SERVICE DOCUMENTS UPON YOU, OR FAILURE TO RECEIVE SERVICE OF LEGAL DOCUMENTS.

You are solely responsible for checking PeachCourt to determine if notification of services has been provided, or that a document You attempted to eFile has been accepted or rejected by the Clerk. YOU ARE SOLELY RESPONSIBLE FOR MONITORING THE CASE STATUS ON PEACHCOURT. FURTHER, IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE IF A DOCUMENT MUST BE SERVED AS OPPOSED TO SIMPLY FILED.

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.

Charges, Fees, and Payment Terms

The use of PeachCourt by Authorized Users will result in the accrual of fees for eFiling, Document Access, and eService via PeachCourt ("Usage Fees") in addition to the normal statutory filing fees ("Court Fees"). Both the Usage Fees and Court Fees must be paid by the Authorized User at the time of submission, unless stated otherwise herein.

Usage Fees:

The usage fee depends on the initiation date of the case, the case type, and/or the jurisdiction where the matter is filed. PeachCourt reserves the right to charge any of the following usage fees.

eFiling Fee = Either (\$5.00 per Transaction + \$3.00 eService fee) OR (\$7.00 per Transaction + \$0.00 eService Fee). Certain courts and certain cases within those courts, particularly those cases initiated prior to mandatory electronic filing in that court, carry a per-transaction fee rather than a per-party fee.

Per Party Fee of \$30.00.

Supplemental Filing Fee of \$5.00 per transaction after the 10th filing on behalf of a single party in a single case.

eAccess Fee = \$2.00 per Document.

Document Access Fee = \$0.50 per Page.

Document Access Fee and eAccess Fee Information: You will be billed for all eAccess and Document Access fees accrued during a given day on a given payment account. The calculation for these fees is defined as \$2.00 per document (independent of the number of pages contained in the document(s)), plus \$0.50 per page (independent of the number of documents involved in the transaction), plus a Convenience Fee of 3.5% + \$0.30. The total purchase price and convenience fee will be automatically charged to the selected payment method at the close of the purchasing session (on or around 10:00 PM ET daily). 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.

Convenience Fee for Online Payment:

A convenience charge of 3.5% + \$0.30 will be assessed for each eFiling Transaction, eAccess, and Document Access Transaction processed through PeachCourt.

Methods of Payment.

Authorized Users may choose to pay Usage Fees and Court Fees by either Automated Clearing House (ACH, a financial institution deducts the amount of fees from a designated checking/banking account) or Credit Card (authorized User pays the Fees via

a valid credit card; PeachCourt accepts American Express, Visa, MasterCard, and Discover).

Authorized User acknowledges and agrees that GreenCourt shall have the right to terminate Authorized User's access and right to use Authorized User's PeachCourt account for failure to pay any Usage Fee(s), Convenience Fees, and/or Court 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.

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 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.

PeachCourt is supported by Usage Fees. 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

PeachCourt is provided under license, and not sold to You. You do not acquire any ownership interest in or to PeachCourt and GreenCourt reserves and retains its entire right, title, and interest in and to PeachCourt and all intellectual property rights arising out of or relating to PeachCourt. You acknowledge and agree that PeachCourt is protected by one or more copyrights, and trademarks 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, copied, 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 of this provision will result in the immediate 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 ARE ADVISED TO 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 submit filings to the Clerk or Court, serve documents

through PeachCourt, or utilize any other features of PeachCourt. An Authorized User may reactivate a terminated account 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) rejection of a document by a Clerk or a Court, (b) alleged defamation, libel, or slander contained in a document, (c) infringement of any intellectual property rights in a document, and (d) the content and format of a document. Neither GreenCourt nor its subcontractors/licensors/suppliers shall be liable to You, Your clients or customers, or other third parties based upon incorrect transmission or delivery instructions by You, including, without limitation, no liability 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, You agree to defend, indemnify, and hold harmless GreenCourt (including its officers, directors, and employees) from any claim or demand, including reasonable attorneys' fees, court costs, or costs of settlement, 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.

DATA ANALYTICS

GreenCourt may use data and information derived from Your use of PeachCourt to improve and otherwise enhance its business and service offerings. Specifically, GreenCourt uses Google Analytics to make such improvements. To learn more about google analytics, please visit the following link:

https://support.google.com/analytics/answer/2790010?hl=en&ref_topic=6010376

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.

Privacy Policy

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally identifiable information' (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

What personal information do we collect from the people that visit our blog, website or app?

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, phone number, credit card information or other details to help you with your experience.

When do we collect information?

We collect information from you when you register on our site, place an order or enter information on our site.

How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To personalize user's experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- To improve our website in order to better serve you.
- To quickly process your transactions.

- To send periodic emails regarding your order or other products and services.

How do we protect visitor information?

We are committed to protecting your privacy. PeachCourt is compliant with the Payment Card Industry Data Security Standards (PCI DSS). All of your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all sensitive information you supply is encrypted via Secure Socket Layer (SSL) technology.

All credit card information and transactions are stored and processed through a 3rd party gateway provider (Authorize.net). Authorize.net is also required to be compliant with all PCI DSS standards.

Do we use 'cookies'?

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

- Understand and save user's preferences.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Internet Explorer) settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies.

If users disable cookies in their browser:

If you disable cookies, login and registration will be disabled. You will be able to read our Home page but you will not be able to login and place orders on the site.

Third Party Disclosure

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Third party links

We do not include or offer third party products or services on our website.

California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy.

See more at: <http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.0FdRbT51.dpuf>

How does our site handle do not track signals?

We honor do not track signals and do not track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

Does our site allow third party behavioral tracking?

It's also important to note that we do not allow third party behavioral tracking.

COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under 13, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, the nation's consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We do not specifically market to children under 13.

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

- We will notify the users via in site notification within 7 business days.

We also agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to do the following:

- Identify you as a real person
- Include you (your name and email address) in a searchable directory of all PeachCourt users for the purposes of including you in notifications of electronic filings made by other users
- Associate you with the transactions you make, such as including submitting documents for filing and purchasing documents to download
- Deliver notifications to you
- Deliver updates regarding the scope, quality and availability of the services we provide

To be accordance with CAN SPAM we agree to the following:

- We will not use false, or misleading subjects or email addresses.
- We will identify the message as an advertisement in some reasonable way.
- We will include the physical address of our business or site headquarters.
- We will monitor third party email marketing services for compliance, if one is used.
- We will honor opt-out/unsubscribe requests quickly.
- We will allow users to unsubscribe by using the link at the bottom of each email.

If at any time you would like to unsubscribe from receiving future emails, you can

- Follow the instructions at the bottom of each email.

Contacting Us

If there are any questions regarding this privacy policy you may contact us using the information below.

201 Newnan Street
Carrollton, GA 30117
info@greencourt.com

PeachCourt Subscription Services (aka PeachCourt+) Agreement

This Click Through Agreement is entered into between GreenCourt and You. If you do not agree to these terms and conditions, do not use the Subscription Services.

1. Access and Use.

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8. **Miscellaneous.** This Agreement is governed by and construed by the laws of the state of Georgia. Any legal action or suit arising out of the Agreement shall be instituted exclusively in the federal and state court located in Carroll County Georgia.