

# **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. The use of PeachCourt is conditioned upon acceptance of the terms and conditions contained herein by you, the individual user (“You”), and Your Authorized Users. 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 agreement to comply 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: MARCH 5, 2025***

## **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, for a fee (where applicable): (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.

“Clerk” or “Clerk’s Office” means the office of the clerk of any of the several magistrate, state, or superior courts in the State of Georgia.

“Court” means any court vested with jurisdiction and authority by the state of Georgia that utilizes PeachCourt.

“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; 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.

“Court 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, intellectual property, specifications, designs, inventions, functionality, graphics, trade secrets, 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 GreenCourt Technology 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.

### **Authorized 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. 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 on Your behalf 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 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 CHANGES TO COURT RULES OR TO THIS AGREEMENT.

### **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 (Superior or State court): For civil cases initiated after January 1, 2019, a per party per case fee of \$30. For civil cases initiated before January 1, 2019 or criminal

cases, either \$5.00 per Transaction + \$3.00 eService fee OR \$7.00 per Transaction + \$0.00 eService Fee OR \$3.00 per Transaction.

eFiling Fee (Magistrate court): A per party per case fee of \$19.

Supplemental Filing Fee of \$5.00 per party after the 10<sup>th</sup> 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”, where a financial institution deducts the amount of fees from a designated checking/banking account) or Credit Card (where the 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, and for any other breach of this Agreement by You, or by Your Authorized Users.

### **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 in breach of this Agreement, including without limitation, those 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 (5) 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 through PeachCourt to the Clerk or any 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 Authorized 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 Authorized Users, any clients or customers, or other third parties for any claim based 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 confidentiality or 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, among other methods, 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](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 (among others):

- 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 3<sup>rd</sup> 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.

### **We use cookies to:**

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.

### **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 comply 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

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## PeachCourt Subscription Services 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.

- Provision of Access. Subject to the terms and conditions of this Agreement, GreenCourt grants You a non-exclusive, non-transferable right to access and use the services for which you are purchasing pursuant to this Agreement (“**Subscription Services**”) during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. GreenCourt shall provide You the necessary passwords and network links or connections to allow You and your Authorized Users to access the Subscription Services.
- Use Restrictions. You shall not use the Subscription Services for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Subscription Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Subscription Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software

component of the Subscription Services, in whole or in part; (iv) remove any proprietary notices from the Subscription Services; or (v) use the Subscription Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

- **Reservation of Rights.** GreenCourt reserves all rights not expressly granted to You in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to GreenCourt's Technology.
  - If you violate any of the provisions in this Section 1, then GreenCourt may immediately terminate or suspend your access to all or any portion of the Subscription Services.
2. **Fees.** Fees are immediately due and payable with the purchase of Subscription Services. Failure to pay such fees may result in termination of Your access to Subscription Services. All fees for Subscription Services are for the applicable twelve-month period of the Term unless otherwise agreed upon by GreenCourt and are non-refundable.
  3. **Term.** The initial term of the Subscription Services commences on the date you agree to this Agreement and continues for a period of twelve (12) months (the "**Initial Term**") This Agreement will automatically renew at the expiration of the Initial Term and upon each twelve (12) month anniversary of the expiration of the Initial Term (each renewal a "**Renewal Term**") unless either party provides at least ninety (90) days prior written notice to the other of their intent not to renew. The Initial Term and Renewal Terms are collectively referred to as the "**Term**". GreenCourt may terminate this Agreement and terminate access to the Subscription Services for Your breach of this Agreement if such breach is not cured with five (5) days of your receipt notice of such breach.
  4. **Acceptable Use.** You shall use the Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. You agree not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains malicious or harmful code; (iii) violates the rights of

others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. You further agree not to interfere or disrupt networks connected to the Subscription Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscription Services. GreenCourt may remove any violating content posted on the Subscription Services or transmitted through the Subscription Services, without notice to You.

5. **Warranty Disclaimer.** THE SUBSCRIPTION SERVICES ARE PROVIDED "AS IS" AND GREENCOURT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GREENCOURT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GREENCOURT MAKES NO WARRANTY OF ANY KIND THAT THE SUBSCRIPTION SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
6. **Customer Indemnification.** To the maximum extent allowed by law, You shall indemnify, hold harmless, and, at GreenCourt's option, defend GreenCourt from and against any damages or losses resulting from any third-party claim based on Your or any Authorized User's (i) negligence or willful misconduct; or (ii) use of the Subscription Services in a manner not authorized by this Agreement.
7. **Limitations of Liability.** IN NO EVENT WILL GREENCOURT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES,

OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER GREENCOURT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL GREENCOURT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO GREENCOURT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR ONE THOUSAND DOLLARS, WHICHEVER IS LESS.

8. **Miscellaneous. This Agreement is governed by and construed by the laws of the state of Georgia.** You agree that exclusive jurisdiction and venue for any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be in the courts of the State of Georgia, County of Carroll, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Georgia (Newnan Division), and GreenCourt and each Authorized User consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.