

## TERMS & CONDITIONS

The following terms & conditions apply to all services requested of AAA Attorney Services II, Inc., hereinafter referred to as AAA, and You, the Client/Customer

1. **Fee Schedules.** Customers acknowledge receipt and review of AAA standard fee schedules as modified from time to time. Additional schedules will be supplied to customer at any time upon request. Customer accepts and acknowledges all invoices and statements as correct unless notice is given to AAA within fifteen (15) days of receipt.
2. **Payment Terms.** All invoices are due and payable upon presentation. ALL fees and charges are based upon prompt payment. A service charge/price adjustment in an amount equal to 1.5% per monthly billing period may be charged with respect to amounts not paid to the end of the next monthly period, including unpaid service charge/price adjustments. AAA reserves the right to defer (1) imposing such service charge/price adjustments at any time and from time with respect to any or all amounts due and any such waiver shall not constitute waiver or AAA's right to impose such charges at any other time or with respect to any other amounts due. Failure to include such charges of any statement(s) shall be considered as a deferral and not as a waiver of such charges, regardless of the length of deferral or number of statements. Waiver of such charges will be made in writing only.
3. **Limitation of Liability.** In the event of any failure of AAA to properly or timely perform instructions given, AAA's responsibility shall be limited to correction of any defect in performance or redoing the assignment. AAA's liability for any direct economic damage incurred as a result or any breach, failure, act or omission of AAA, its employees, subcontractors or agents in connection with services performed shall not exceed greater of (1) elimination or reimbursement of that portion of any AAA charges of the services improperly or not performed or (2) \$100.00 per invoice, whether or not such damages result from the negligence of AAA, its employees, subcontractors or agents. Under no circumstances shall AAA be liable for incidental or consequential damages, lost profits or loss of income, regardless of the amount, cause or foreseeability therefore. Any waiver of this limitation by AAA at any time with respect to any claim shall not constitute a waiver of such limitation at any other or with respect to any other asserted claim.
4. **Attorneys Fee.** In the event legal action is necessary to collect any or all amounts due to AAA for services rendered, the prevailing party shall be entitled to reasonable attorney's fees and costs to be paid by the losing party.
5. **Number of Attempts for Service of Process** In most cases, attempts on a *Routine Basis* are made every 3-4 days, *RUSH* attempts are made every 1-2 days, and *Same-Day Rush* attempts are made every day. AAA will make up to a maximum of four (4) attempts at one address for one (1) defendant. There may be cases where less than four attempts are made (i.e. a routine paper is paid for and received on Jan. 1<sup>st</sup> with only 8 days to serve. Based off the 3-4 day attempts rule you may only get 2 attempts during the 8 day timeframe. No discounts are given for partial attempts, unless approved by AAA. If the location is vacant, or does not exist, then no further attempts are needed & the job will considered completed.  
**Initial** \_\_\_\_\_
6. **Dates & Hours of Service of Process** Attempts are made during dates and times most convenient for the process server, however, attempts will include at least (1) morning (6am – 11am), (1) afternoon (12pm – 5pm), and (1) evening (6pm – 10pm) attempt. If a specific date or time is requested then an additional fee will apply. Process servers are not authorized to stay at any location more than 10 minutes, unless stake-out or wait-time fees have been paid. **Initial** \_\_\_\_\_
7. **Proof of Service for Service of Process** AAA will generate an original court approved proof of service for each defendant successfully served. If customer prefers a specific proof of service then the proof of service needs to be given to AAA prior to the defendant being served. If requested by customer AAA will have the proof of service notarized for an additional fee. The proof of service will be mailed within 4-5 business days after completion of service, unless customer requests the proof of service(s) to be filed, or to be notarized. Only (1) original proof of service will be provided to customer by AAA. If an additional original proof of service is requested then a \$5.00 fee will be assessed per each proof requested.  
**Initial** \_\_\_\_\_
8. **Cancellation and Refunds of Service of Process** All cancellations must be in writing by email or fax. If a service is cancelled after a process server has made a physical attempt at the address then fees are non-refundable. If a service is cancelled prior to an attempt at a location then service fees will be refunded, minus a \$25.00 processing fee. Refunds will be made by either a charge-back to the credit card used to pay for services, or by check. Refunds will be given within a reasonable amount of time not to exceed 10 business days by AAA. **Initial** \_\_\_\_\_
9. **Cancellation and Refund of Court Filings** All cancellations must be in writing by email or fax. If a court filing is cancelled after delivery to the court then fees are non-refundable. If a court filing is cancelled prior to delivery to court then fees paid will be refunded, minus a \$25.00 processing fee. Refunds will be made by either a charge-back to the credit card used to pay for services, or by check. Refunds will be given within a reasonable amount of time not to exceed 10 business days by AAA. **Initial** \_\_\_\_\_
10. **Status of Attempts** AAA will provide updates on service attempts whenever possible. Updates are sent by email for routine papers and by either email, or phone calls for RUSH papers. For *Routine* papers we give the process server at least 5 business days before contacting for status. For *RUSH* papers we contact the server within 24 hours - subject to AAA business hours. The customer can call, or email our office at anytime to request an update and once received we contact the process server.
11. **Court Filings** In most cases, Routine Filings are completed within 3-5 business days, Next-Day Filings are completed within 1-2 business days, and RUSH Same-Day filings are completed that Same-Day (if submitted before cut-off times), & excluding Court Holidays. AAA assumes that papers presented for filing are in good order and in proper format per the courts requirements. If documents are rejected by the Clerk of the Court for any reason other than one caused by AAA, then an additional fee will be charged to go back to the court once the documents are corrected. If a document is a required drop then please provide a Self-Addressed stamped envelope in order for the court to return filed copies. **Initial** \_\_\_\_\_
12. **Skip Traces** For a basic skip trace search AAA will attempt to locate a current address for a person but results are not guaranteed. AAA will make every reasonable effort to locate an address using information provided by the customer but there may be times when a person cannot be located due to various reasons out of our control, such as nomadic lifestyle, or no credit/work history. Any additional information located (i.e. phone number, work address, email address, vehicle information, bank account information) is considered outside the scope of a basic skip trace search and an additional charge will apply if requested by customer.