

## General

In addition to the General Terms, any applicable Product Terms, and Third Party Terms, these Payment Terms apply to all InfoTrack Products that You access or order from InfoTrack or an InfoTrack Reseller, where

**General Terms** means either:

(a) the terms of any Master Services Agreement (including any applicable Order Form) or similar between InfoTrack and the Client (**MSA**); or

(b) where there is no MSA between the Parties, InfoTrack's general terms and conditions set out at

<https://www.infotrack.com/hubfs/Legal%20terms/InfoTrack%20Global%20General%20Terms%20-%20US%20-%20201%20July%202026.pdf>

**Product Terms** means the product specific terms that are applicable to any InfoTrack Products

In addition to the General Terms, as set out in this document and available at

<https://www.infotrack.com/hubfs/Legal%20terms/Product%20Terms.pdf>

**Third Party Terms** means these terms, conditions, restraints, disclaimers, or limitations (as required by InfoTrack's Third Party Suppliers) applicable to certain InfoTrack Products that are provided or licensed by Third Party Suppliers to InfoTrack, located here

[https://www.infotrack.com/hubfs/Legal%20terms/Inwww.infoTrack-Third-Party-Terms-US%20\(1\).pdf](https://www.infotrack.com/hubfs/Legal%20terms/Inwww.infoTrack-Third-Party-Terms-US%20(1).pdf).

If there is any inconsistency between these Payment Terms listed above, the Payment Terms shall prevail to the extent of the inconsistency, including any clause or provision which purports or attempts to override the operation or effect of these Payment Terms.

## PART A Payment Methods

### A1. Acknowledgements

A1.1 The Client agrees and acknowledges:

- (a) You authorize InfoTrack and InfoTrack's service providers (including InfoTrack's payment processors) to charge your Payment Method (via an automated clearing house ("ACH") transaction) for all amounts owed to InfoTrack with respect to Services and Court Fees you ordered or agreed to pay via your InfoTrack Account or otherwise.
- (b) You are permitted to use the Payment Method provided to InfoTrack.
- (c) You authorize InfoTrack to collect and store the Payment Information.
- (d) When you make a purchase, you authorize InfoTrack to charge the full amount of the transaction, including statutory court and witness fees to the Payment method you designate for the transaction.
- (e) InfoTrack may share selective Payment Information with its service providers and other relevant third parties, such as payment processors and/or credit agencies, for the purpose of checking credit, effecting payment to InfoTrack and servicing your InfoTrack Account.
- (f) InfoTrack may delay or refuse to process any Request, including without limitation requests to update or change Card Information or Bank Account Information or to authorize payment via a Payment Method, without prior notice to you if InfoTrack: (i) is unable to confirm to its satisfaction the person's identity or his or her authority to make the Request, (ii) believes in its sole discretion that it is prudent for security reasons to take additional measures to verify the authority and/or identity of the person who initiated the Request, (iii) has a suspicion that the transaction may be in violation of applicable law, or the transaction is otherwise under review by InfoTrack; or (iv) determines that you are delinquent in payment of fees due to InfoTrack.

- (g) You will immediately provide to InfoTrack any additional information it requests in relation to the clause above, A1.1(f), and agree to any additional methods of verification (as determined in InfoTrack's sole discretion) to verify any person's authority or identity to verify the authenticity of a Request.
- (h) InfoTrack is not responsible for any inconvenience, loss, or damage you may incur as a result of any discontinuation of or delay in your access to any Service or ability to make a payment to InfoTrack via a Payment Method or Delay of any Request.
- (i) Payment for InfoTrack Services is non-refundable.
- (j) Payment outstanding fifteen (15) days or more beyond the terms stated in an invoice is considered delinquent. InfoTrack reserves the right to charge the invoice amount to the backup card. Because all transactions are conducted electronically, you agree that the physical card need not be present with InfoTrack in order for the charge to be valid, and you agree not to dispute the validity of any such charge on that basis. Returned payment including but not limited to returned checks, ACH, eCheck, and credit card chargebacks may incur returned payment fees of up to \$25.00 per returned payment.
- (k) When establishing an account with InfoTrack, InfoTrack requires a valid credit card to be placed on file as a form of backup payment.
- (l) You must pay to InfoTrack all undisputed Fees in accordance with the terms of this Agreement. Where applicable, subscriptions are on a monthly basis, with the full month's subscription fee due on the first of each month. There is no refund for a partial month's subscription fee upon cancellation.

## **A2. Authorization to Pay by Debit or Credit Card**

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- A2.1 If the Payment Method you choose is to pay is by credit or debit card, InfoTrack may obtain pre-approval from the issuer of the card for an amount up to the amount of the purchase.
- A2.2 InfoTrack will bill your card at the time of purchase or shortly thereafter in the amounts owed to InfoTrack as indicated on the corresponding InfoTrack invoices.
- A2.3 If you cancel an order before completion, the pre-approval may result in your funds or available credit not being immediately available.
- A2.4 If you pay by debit card and your payment results in an overdraft or other fee from your bank, you alone are responsible for that fee.
- A2.5 The Administrator may be able to change or update the card information, including the card number, name on the card, expiration date, and the card verification code (CVV) code, assigned to your InfoTrack Account at a later time or times, and in a manner that InfoTrack requires in its sole discretion.
- A2.6 Unless you are a self-represented litigant, you represent that any credit card used to pay for a purchase from InfoTrack is a business or commercial card and not a card issued primarily for personal, family, or household purposes.

## **A3. Authorization to Pay by ACH**

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- A3.1 If the Payment Method you choose is to pay by ACH Payment Service, you hereby authorize InfoTrack to electronically debit or credit, via an ACH transaction, the Bank Account. By choosing this Payment Method, we will not charge any convenience fees.
- A3.2 The ACH Payment Method is not available for self-represented litigants and is only available for business organizations or sole proprietorships engaging in business purpose transactions.
- A3.3 This Agreement, the related InfoTrack webpages, and information you input into such webpages (or which InfoTrack reasonably believes was inputted by you), during your initial enrollment in the ACH Payment Service and any time you update or amend the same (which InfoTrack may require in its sole discretion), each constitute your Authorization.
- A3.4 You hereby authorize InfoTrack to initiate:

- (a) Recurring automatic ACH debits to your Bank Account in the amounts owed to InfoTrack as indicated on the corresponding InfoTrack invoices for subscriptions (as described below); and
  - (b) ACH debits from, or credits to your Bank Account to correct any erroneous debits or provide a refund, as approved by InfoTrack in its sole discretion.
- A3.5 Your Authorization also includes permission to collect the following, whether provided as part of the ACH enrollment or when you enrolled in InfoTrack's Services generally:
  - (a) Your name;
  - (b) Your current mailing address and Bank Account Information (as described in paragraph below);
  - (c) Your Internet Protocol (IP) address; and
  - (d) The means used by InfoTrack to authenticate the person providing the Authorization on your behalf.
- A3.6 With respect to each ACH transaction you authorize, you agree to be bound by the National Automated Clearing House Association Operating Rules and Guidelines ("NACHA Rules"), as may be amended from time to time.
- A3.7 ACH debits to your Bank Account generally will occur one to five days after the date of the invoice(s) generated by InfoTrack. You acknowledge that the amounts of the automatic ACH debits to your Bank Account may vary depending on the invoice amounts.
- A3.8 In accordance with procedures established by InfoTrack, you agree to provide to InfoTrack the necessary information pertaining to your Bank Account in order to debit or credit your Bank Account via an ACH transaction, including (but not limited to) the Bank Account Information. The Administrator may be able to change or update the Bank Account Information at a later time and in a manner that InfoTrack requires in its sole discretion.
- A3.9 This Authorization will remain in full force and effect until you notify InfoTrack by electronic message at [accounting@infotrack.com](mailto:accounting@infotrack.com) or [accounting@onelegal.com](mailto:accounting@onelegal.com), as applicable, that you wish to revoke this Authorization. InfoTrack requires at least 10 business days prior written notice in order to revoke (cancel) this Authorization. Revocation will not affect InfoTrack's right to initiate ACH credit to your Bank Account in order to correct or adjust any debits that were processed before your revocation became effective.
- A3.10 If an ACH payment is returned from your Bank Account for insufficient or uncollected funds or for erroneous information, InfoTrack may again attempt to debit the amount of the returned ACH debit from your Bank Account within one to five days after the initiation of each failed ACH debit transaction. You agree to pay InfoTrack a returned payment fee of \$25 that may be charged by InfoTrack, for each returned ACH debit from your Bank Account. Any amounts owed to InfoTrack that cannot be collected by ACH debit will be charged to the backup credit card on file with InfoTrack as described below.
- A3.11 If you believe an ACH debit initiated by InfoTrack occurred in error, there was an error in the amount of a debit, or any other error, you must file a claim with InfoTrack at once by contacting InfoTrack at [accounting@infotrack.com](mailto:accounting@infotrack.com) or [accounting@onelegal.com](mailto:accounting@onelegal.com), as applicable, giving InfoTrack all information you have about the alleged error, and taking any other action(s) as reasonably required by InfoTrack. You have sixty (60) days after the date of the posting of the ACH debit in question to file a claim. If you file a claim with InfoTrack after more than sixty (60) days, InfoTrack will have no obligation to investigate the claim and you will have no right to recover any funds you may have lost as a result of the alleged error. If an error occurs with regard to an ACH credit, InfoTrack may take any action permitted by law and the NACHA Rules to recover the funds from your Bank Account.
- A3.12 You represent and warrant to InfoTrack that:
  - (a) You are not a self-represented litigant, that you are a business organization or a sole proprietorship, and that the ACH Payment Service will not be used for personal, family or household purposes,
  - (b) You own the Bank Account
  - (c) You have authority on behalf of any other owners of the Bank Account to authorize InfoTrack to debit the Bank Account as agreed in this Agreement, and

- (d) All ACH transactions you authorize comply with all applicable laws and the NACHA Rules, as may be amended from time to time.

## A4. Definitions

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A4.1 In this Part, the following capitalised terms have the meaning given below:

**ACH Payment Service** means if the Payment Method you choose is to pay by ACH

**Administrator** means the person that initially creates your InfoTrack Account

**Authorization** means your authorization to InfoTrack to debit or credit your Bank Account via ACH transactions.

**Bank Account** means the bank deposit account you designate from time to time.

**Bank Account Information** means the name of your financial institution, the financial institution's routing number, the name(s) of the owner(s) of your checking account designed as the Bank Account and the account number of the Bank Account

**Card Information** means card number, name on the card, expiration date, and the card verification value (CVV) code, assigned to your InfoTrack account at a later time or times

**Court Fees** means statutory filing fees, statutory court fees, witness fees and other third-party fees, including, but not limited to fees charged by the local electronic filing management system provider that authorities require in connection with filing or pleadings or retrieving official information.

**InfoTrack Account** means your access or use of any InfoTrack Service

**Payment Method** means credit card, debit card, or financial institution account.

**Payment Information** means payment card or financial institution account number or other information, along with other related transaction information.

**Requests** means any request for a Service or to make a payment via a Payment Method or any other type of request

**Services** or **InfoTrack Services** means the services and website that InfoTrack provides through InfoTrack, One Legal, and through any other affiliated InfoTrack websites or domains