
PART A InfoTrack E-Filing

A1. Acknowledgments

A1.1 The Client acknowledges and agrees:

- (a) All of your transactions with or through InfoTrack will be conducted electronically.
- (b) Pursuant to California Rule of Court 2.251(b)(1)(B), by submitting an electronic filing order using InfoTrack Services (as defined in the InfoTrack General Terms), you consent to receive electronic service with respect to such electronic filing order at the electronic service address provided in such eFiling submission.
- (c) InfoTrack is not responsible for notifying you of changes to court rules. At no time shall any contact between you and InfoTrack constitute the giving of legal advice by InfoTrack.
- (d) You will provide InfoTrack with accurate, complete, and updated identification and contact information, including name, address, email address, facsimile number and, where applicable bar number. InfoTrack is not responsible for and will have no liability for identifying case members or case participants to a specific case file or for failure of delivery of materials because of incorrect contact information.
- (e) You will confirm and ensure that InfoTrack communications are not identified as spam. InfoTrack shall have no liability for the failure of service or receipt of documents. You hereby agree to indemnify and will indemnify InfoTrack from and against all losses, claims, and expenses (including attorneys' fees and costs) arising out of or relating to your failure to take necessary steps to ensure that InfoTrack communications are not identified as spam.
- (f) InfoTrack may disburse Court Fees on your behalf in connection with the InfoTrack Services. By using the InfoTrack Services, you (i) will be deemed to have requested InfoTrack to disburse such Court Fees, (ii) agree to repay such disbursements on the terms and conditions set forth in this Agreement and the applicable invoice, and (iii) with respect to InfoTrack Services provided by InfoTrack, you acknowledge and agree to pay a disbursement administration fee in the amount of \$1 when court fees disbursed on your behalf exceed \$20.
- (g) You are solely responsible for transmitting documents correctly and in a timely fashion, for confirming the filing charges on the receipt, and for checking and responding to notifications, email or otherwise, for rejected filings or documents. If you do not receive confirmation within three (3) days (or before the expiration of any filing or service deadline) documenting the completion of your assignment, it is your responsibility to immediately contact InfoTrack and provide details of the document transmission, including the original filing or service receipt, which was generated at the time of the filing or service was performed by InfoTrack, to enable InfoTrack to determine what action should be taken, and if necessary to manually file and serve such documents before the expiration of any applicable deadline. You waive and release any claims based upon errors, defaults, or omissions if you fail to provide notice and/or resubmit to the Court or otherwise comply with this paragraph.
- (h) None of the InfoTrack Parties shall have any liability whatsoever with respect to any actions or omissions by any court and/or other government agencies with whom any InfoTrack Party interacts in connection with the InfoTrack Services. In particular, none of the InfoTrack Parties shall have any liability with respect to any court and/or government agency's failure to provide accurate information to any InfoTrack Party (including but not limited to whether a filing party is entitled to a Fee Waiver), or to properly or timely receive, file, or process any documents or other materials transmitted by any InfoTrack Party on your behalf.
- (i) InfoTrack does not provide telephone or chat support to self-represented litigants; however, email support is available.

A2. Fee Waivers

- A2.1 InfoTrack will waive or credit to you any Fees that InfoTrack is required to waive under applicable laws and regulations in electronic filing cases You have a Fee Waiver. Should the Court reject or deny your fee waiver request, InfoTrack will invoice you, and you will pay in full, all applicable Fees in addition to any court filing fees the Court collects for the transaction.
- A2.2 Your use of the InfoTrack Services may result in the incurrence of InfoTrack Fees and Court Fees made on your behalf. You are responsible for paying to InfoTrack all Fees for InfoTrack Services and for reimbursing InfoTrack for any and all Court Fees.

A3. Administrators and Sub-Users

- A3.1 The Administrator will be required to establish Credentials upon creating an InfoTrack Account. The identity of the Administrator may be changed from time to time in a manner that InfoTrack requires in its sole discretion. You agree that the Administrator shall have the authority, on your behalf, to: (i) create your InfoTrack Account; (ii) enroll you in Payment Methods and authorize payments via a designated Payment Method; (iii) initiate InfoTrack Services; (iv) update or change your Bank Account Information or Card Information; and (v) update your contact information (e.g., address, telephone number, etc.).
- A3.2 The Administrator may from time to time identify one or more Sub-Users. The Administrator may also remove or delete any Sub-User via your InfoTrack Account or in a manner that InfoTrack requires in its sole discretion. A Sub-User will be required to establish Credentials unique to the Sub-User. You agree that Sub-Users are authorized to initiate InfoTrack Services and Court Fees on your behalf that result in payment(s) for InfoTrack Services via a Payment method designated by the Administrator, but will not be able to: (i) enroll you in a Payment Method; (ii) update or change your Bank Account Information or Card Information; or (iii) update your contact information (e.g., address, telephone number, etc.)
- A3.3 InfoTrack may suspend the Administrator's or any Sub-User's access to your InfoTrack Account if InfoTrack, in its sole discretion, reasonably believes that the InfoTrack Account is being used or accessed in an unauthorized, illegal, or disruptive manner. You agree that the Administrator and Sub-Users may use the Payment Methods, your InfoTrack Account, and initiate any Serve only:(i) for your own internal business purposes; and (ii) as authorized under, and in accordance with, this Agreement and your own internal policies. The Administrator and Sub-Users will not initiate InfoTrack Services on or behalf of any third-party or otherwise allow any third party to use your InfoTrack Account, without InfoTrack prior written consent.
- A3.4 InfoTrack is not responsible for and shall have no liability for
- (a) Identifying documents to be included in a case file, for the failure of documents to be included in a case file or for the completeness of a case file document library or case service lists; or
 - (b) The accuracy or completeness of case service lists identified on any of its InfoTrack sites or InfoTrack Services; or
 - (c) The accuracy of information provided by the court to InfoTrack or any actions InfoTrack takes based upon that information; or
 - (d) The content of any documents that are posted or distributed via the InfoTrack Services or in any case file.

A4. Warranties

- A4.1 You agree that neither InfoTrack nor any InfoTrack Parties makes any warranties or undertakes any duties regarding, without limitation, the following:
- (a) Infringement of title or quiet enjoyment;
 - (b) Functionality, including functionality of search or retrieval software;
 - (c) Content, format, accuracy, completeness, or completion of forms;
 - (d) Receipt (timely or otherwise), approval and/or processing of documents by courts and/or any other government agencies;
 - (e) Appropriateness or propriety of documents handled with respect to any InfoTrack Services;

- (f) Timeliness of Services;
- (g) Uninterrupted, secure, error or virus-free InfoTrack Services or storage;
- (h) Adequacy of fees paid to courts and/or other government agencies;
- (i) Any alteration or destruction of a document resulting from third parties' unauthorized access to or use of the InfoTrack website (e.g., computer hackers); and
- (j) Any losses or damages or alteration 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 InfoTrack.

A5. Sublicense

A5.1 By uploading content to or submitting any materials, you grant (or warrant that the owner of such rights has expressly granted) InfoTrack a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license, with right to sublicense, to use, reproduce, distribute, modify, adapt, publish, publicly perform, publicly display, digitally display and digitally perform, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout this universe; provided that InfoTrack may only exercise the foregoing right and license (a) in connection with its operation and maintenance of the InfoTrack website and/or the provision of related goods and services to authorized users and/or their designees, and in compliance with applicable laws and regulations, and/or (b) to comply with or satisfy applicable court rules or procedures.

A6. Fees

A6.1 You will be billed for all InfoTrack Services provided and all Court Fees, such as 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, made on your behalf.

A7. Definitions

A7.1 In this Part, the following capitalised terms have the meaning given below:

Administrator means the person that initially creates your InfoTrack Account.

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 designated as the bank account, and the account number of the bank account.

Card Information means the card number, name on the card, expiration date, and the card verification value (CVV) code.

Court Fees means any 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 of pleadings or retrieving official information.

Credentials means the username and password, and such other security devices as InfoTrack may reasonably establish from time to time.

Fee Waiver means the Court informed InfoTrack that it has granted you a fee waiver.

InfoTrack Account means your creation of an infotrack account via InfoTrack's website at infotrack.com.

InfoTrack Party means parent corporations, subsidiaries, partners, employees, independent contractors, officers, directors, attorneys, agents, affiliates, representatives, successors and/or assigns of InfoTrack.

Payment Methods means credit card, debit card, or financial institution account.

Sub-User means one or more sub-users identified by the Administrator via your InfoTrack Account or in a manner that InfoTrack otherwise requires in its sole discretion.

PART B InfoSign

B1. Acknowledgements

B1.1 The Client acknowledges and agrees:

- (a) By using InfoSign, You agree to using electronic records and signatures and to receive all notices and other documents in relation to the relevant InfoSign Packet by electronic means.

PART C Third Party Products

C1. Acknowledgement

C1.1 You acknowledge and agree that, in addition to the General Terms and these Product Terms, Your access and use of Third Party Products or certain InfoTrack Products that compile incorporate Third Party Products (in whole or in part) or may also subject to the applicable Third Party Terms.

C2. Definitions

C2.1 In this Part, the following capitalised terms have the meaning given below:

General Terms means either:

- (a) The terms of any Master Services Agreement (including any applicable Order Forms) 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-%201%20July%202026.pdf>.

Product Terms means these product specific terms that are applicable to any InfoTrack Products as identified in these "Product Terms", and available at <https://www.infotrack.com/hubfs/Legal%20terms/Product%20Terms.pdf>.

Third Party Terms means the terms, conditions, restraints, disclaimers or limitations (as required by InfoTrack's Third Party Suppliers) applicable to certain Third Party Products that are provided or licensed by Third Party Suppliers and made available to You by InfoTrack, located here [https://www.infotrack.com/hubfs/Legal%20terms/InfoTrack-Third-Party-Terms-US%20\(1\).pdf](https://www.infotrack.com/hubfs/Legal%20terms/InfoTrack-Third-Party-Terms-US%20(1).pdf) and as updated from time to time.

PART D One Legal E-Filing

D1. Acknowledgments

D1.1 The Client acknowledges and agrees:

- (a) All of your transactions with or through InfoTrack will be conducted electronically.
- (b) Pursuant to California Rule of Court 2.251(b)(1)(B), by submitting an electronic filing order using InfoTrack Services (as defined in the InfoTrack General Terms), you consent to receive electronic service with respect to such electronic filing order at the electronic service address provided in such eFiling submission.
- (c) InfoTrack is not responsible for notifying you of changes to court rules. At no time shall any contact between you and InfoTrack constitute the giving of legal advice by InfoTrack.
- (d) You will provide InfoTrack with accurate, complete, and updated identification and contact information, including name, address, email address, facsimile number and, where applicable bar number. InfoTrack is not responsible for and will have no liability for identifying case members or case participants to a specific case file or for failure of delivery of materials because of incorrect contact information.

- (e) You will confirm and ensure that InfoTrack communications are not identified as spam. InfoTrack shall have no liability for the failure of service or receipt of documents. You hereby agree to indemnify and will indemnify InfoTrack from and against all losses, claims, and expenses (including attorneys' fees and costs) arising out of or relating to your failure to take necessary steps to ensure that InfoTrack communications are not identified as spam.
- (f) InfoTrack may disburse Court Fees on your behalf in connection with the InfoTrack Services. By using the InfoTrack Services, you (i) will be deemed to have requested InfoTrack to disburse such Court Fees, (ii) agree to repay such disbursements on the terms and conditions set forth in this Agreement and the applicable invoice, and (iii) with respect to InfoTrack Services provided by InfoTrack, you acknowledge and agree to pay a disbursement administration fee in the amount of \$1 when court fees disbursed on your behalf exceed \$20.
- (g) You are solely responsible for transmitting documents correctly and in a timely fashion, for confirming the filing charges on the receipt, and for checking and responding to notifications, email or otherwise, for rejected filings or documents. If you do not receive confirmation within three (3) days (or before the expiration of any filing or service deadline) documenting the completion of your assignment, it is your responsibility to immediately contact InfoTrack and provide details of the document transmission, including the original filing or service receipt, which was generated at the time of the filing or service was performed by InfoTrack, to enable InfoTrack to determine what action should be taken, and if necessary to manually file and serve such documents before the expiration of any applicable deadline. You waive and release any claims based upon errors, defaults, or omissions if you fail to provide notice and/or resubmit to the Court or otherwise comply with this paragraph.
- (h) None of the InfoTrack Parties shall have any liability whatsoever with respect to any actions or omissions by any court and/or other government agencies with whom any InfoTrack Party interacts in connection with the InfoTrack Services. In particular, none of the InfoTrack Parties shall have any liability with respect to any court and/or government agency's failure to provide accurate information to any InfoTrack Party (including but not limited to whether a filing party is entitled to a Fee Waiver), or to properly or timely receive, file, or process any documents or other materials transmitted by any InfoTrack Party on your behalf.
- (i) InfoTrack does not provide telephone or chat support to self-represented litigants; however, email support is available.

D2. Fee Waivers

- D2.1 InfoTrack will waive or credit to you any Fees that InfoTrack is required to waive under applicable laws and regulations in electronic filing cases You have a Fee Waiver. Should the Court reject or deny your fee waiver request, InfoTrack will invoice you, and you will pay in full, all applicable Fees in addition to any court filing fees the Court collects for the transaction.
- D2.2 Your use of the InfoTrack Services may result in the incurrence of InfoTrack Fees and Court Fees made on your behalf. You are responsible for paying to InfoTrack all Fees for InfoTrack Services and for reimbursing InfoTrack for any and all Court Fees.

D3. Administrators and Sub-Users

- D3.1 The Administrator will be required to establish Credentials upon creating an InfoTrack Account. The identity of the Administrator may be changed from time to time in a manner that InfoTrack requires in its sole discretion. You agree that the Administrator shall have the authority, on your behalf, to: (i) create your InfoTrack Account; (ii) enroll you in Payment Methods and authorize payments via a designated Payment Method; (iii) initiate InfoTrack Services; (iv) update or change your Bank Account Information or Card Information; and (v) update your contact information (e.g., address, telephone number, etc.).
- D3.2 The Administrator may from time to time identify one or more Sub-Users. The Administrator may also remove or delete any Sub-User via your InfoTrack Account or in a manner that InfoTrack requires in its sole discretion. A Sub-User will be required to establish Credentials unique to the Sub-User. You agree that Sub-Users are authorized to initiate InfoTrack Services and Court Fees on your behalf that result in payment(s) for InfoTrack Services via a Payment method designated by the Administrator, but will not be

able to: (i) enroll you in a Payment Method; (ii) update or change your Bank Account Information or Card Information; or (iii) update your contact information (e.g., address, telephone number, etc.)

D3.3 InfoTrack may suspend the Administrator's or any Sub-User's access to your InfoTrack Account if InfoTrack, in its sole discretion, reasonably believes that the InfoTrack Account is being used or accessed in an unauthorized, illegal, or disruptive manner. You agree that the Administrator and Sub-Users may use the Payment Methods, your InfoTrack Account, and initiate any Serve only:(i) for your own internal business purposes; and (ii) as authorized under, and in accordance with, this Agreement and your own internal policies. The Administrator and Sub-Users will not initiate InfoTrack Services on or behalf of any third-party or otherwise allow any third party to use your InfoTrack Account, without InfoTrack prior written consent.

D3.4 InfoTrack is not responsible for and shall have no liability for

- (a) Identifying documents to be included in a case file, for the failure of documents to be included in a case file or for the completeness of a case file document library or case service lists; or
- (b) The accuracy or completeness of case service lists identified on any of its InfoTrack sites or InfoTrack Services; or
- (c) The accuracy of information provided by the court to InfoTrack or any actions InfoTrack takes based upon that information; or
- (d) The content of any documents that are posted or distributed via the InfoTrack Services or in any case file.

D4. Warranties

D4.1 You agree that neither InfoTrack nor any InfoTrack Parties makes any warranties or undertakes any duties regarding, without limitation, the following:

- (a) Infringement of title or quiet enjoyment;
- (b) Functionality, including functionality of search or retrieval software;
- (c) Content, format, accuracy, completeness, or completion of forms;
- (d) Receipt (timely or otherwise), approval and/or processing of documents by courts and/or any other government agencies;
- (e) Appropriateness or propriety of documents handled with respect to any InfoTrack Services;
- (f) Timeliness of Services;
- (g) Uninterrupted, secure, error or virus-free InfoTrack Services or storage;
- (h) Adequacy of fees paid to courts and/or other government agencies;
- (i) Any alteration or destruction of a document resulting from third parties' unauthorized access to or use of the InfoTrack website (e.g., computer hackers); and
- (j) Any losses or damages or alteration 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 InfoTrack.

D5. Sublicense

D5.1 By uploading content to or submitting any materials, you grant (or warrant that the owner of such rights has expressly granted) InfoTrack a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license, with right to sublicense, to use, reproduce, distribute, modify, adapt, publish, publicly perform, publicly display, digitally display and digitally perform, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout this universe; provided that InfoTrack may only exercise the foregoing right and license (a) in connection with its operation and maintenance of the InfoTrack website and/or the provision of related goods and services to authorized users and/or their designees, and in compliance with applicable laws and regulations, and/or (b) to comply with or satisfy applicable court rules or procedures.

D6. Fees

- D6.1 You will be billed for all InfoTrack Services provided and all Court Fees, such as 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, made on your behalf.

D7. Definitions

- D7.1 In this Part, the following capitalised terms have the meaning given below:

Administrator means the person that initially creates your InfoTrack Account.

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 designated as the bank account, and the account number of the bank account.

Card Information means the card number, name on the card, expiration date, and the card verification value (CVV) code.

Court Fees means any 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 of pleadings or retrieving official information.

Credentials means the username and password, and such other security devices as InfoTrack may reasonably establish from time to time.

Fee Waiver means the Court informed InfoTrack that it has granted you a fee waiver.

InfoTrack Account means your creation of an infotrack account via InfoTrack's website at infotrack.com.

InfoTrack Party means parent corporations, subsidiaries, partners, employees, independent contractors, officers, directors, attorneys, agents, affiliates, representatives, successors and/or assigns of InfoTrack.

Payment Methods means credit card, debit card, or financial institution account.

Sub-User means one or more sub-users identified by the Administrator via your InfoTrack Account or in a manner that InfoTrack otherwise requires in its sole discretion.

PART E Green Filing Products

E1. User Responsibility

- E1.1 You agree to exercise due diligence in selecting the correct template for your specific legal proceedings. Green Filing does not assume responsibility for the rejection of documents or the termination of a judicial proceeding. Users are encouraged to seek legal counsel when determining the suitability of a template for their specific legal matter.

E2. Service Payment Obligations

- E2.1 Green Filing has the sole discretion to determine the Fees. In addition to payment of any filing fees required by the State Courts, including those described in Section [PUT RIGHT SECTION] below, you agree to pay the Fees. Green Filing Site Users and Branded E-Portal Users agree to pay for using the Green Filing Site or a Branded E-Filing Portal, as the case may be, according to pricing defined by the Green Filing Site (if a Green Filing User) or the applicable Branded E-Filing Portal Agreement (if a Branded E-Filing Portal User), together with any and all Service Fees.
- E2.2 Payment of your account balance, which includes any outstanding Service Fees as well as any filing fees required by California State Courts or otherwise due under this Agreement, shall be made by you upon the respective California State Court's acceptance of your filing. Unless you have a business account that has been pre-qualified by Green Filing, must be made by the payment method you designate.

E3. Communications

- E3.1 You agree that the official time for all transactions using the Service will be the timestamps recorded by the Service's servers. You also agree that all electronic communications or notices sent to the Account Email Address, placed in your account, or posted on the Green Filing Site and Portals, will be considered "in writing" and received within five (5) business days of its dissemination. Green Filing disclaims all responsibility for failures in communications caused by failures of third parties to properly process or deliver Green Filing's electronic communications.

E4. California Electronic Service

E4.1 Odyssey eFile CA Courts

- (a) Through the process of an e-filing submission, users may opt to select service contacts registered with the Odyssey eFileCA service contact list to be electronically served copies of their pleadings. Official service of all documents in such cases is achieved by the Odyssey eFileCA application. Green Filing users understand that Green Filing is not serving documents to the selected service contacts, and that process is not achieved by the Odyssey eFileCA application whereby Odyssey eFileCA delivers emails to the service recipients containing links allowing the recipient to access copies of such documents.
- (b) Payment Account information for filings submitted to any of the Odyssey eFile CA Courts is not stored or maintained by Green Filing. This data is stored and maintained by Odyssey eFileCA and its Tyler Online Gateway (TOGA). Through its payment processor, Odyssey eFileCA will charge your Payment Account directly to pay all filing fees and payment processing fees applicable to such filing. The cost of all filing fees is not included within your service fee and no portion of the service fee paid to Green Filing shall be applied toward such filing fee.

E4.2 Orange County Civil and Probate Courts

- (a) Through the process of an e-filing submission, users may opt to select service contacts to be electronically served copies of their pleadings. Official service of all documents in such cases is achieved by the Green Filing Site or Portal application, as applicable. Green Filing users understand that process is achieved by the Green Filing Site or Portal application, as applicable, whereby the Green Filing Site or Portal application, as applicable, delivers emails to the service recipients containing links allowing the recipient to access copies of such documents.
- (b) You specifically understand that the service described above does not include service of process as such service may be required by applicable law. You are solely responsible for properly serving all parties with any filing in accordance with applicable law.
- (c) Payment Account information for filings submitted to the Orange County Civil and Probate Courts is not stored or maintained by Green Filing. This data is stored and maintained by Chase Bank, N.A. Green Filing's payment processor. Through its payment processor, Green Filing will charge your Payment Account to pay all filing fees and payment processing fees applicable to such filing. The cost of all filing fees is not included within the Green Filing service fee and no portion of the service fee paid to Green Filing shall be applied toward such filing fee.

E4.3 Journal Technology Courts

- (a) Through the process of an e-filing submission, users may opt to select service contacts to be electronically served copies of their pleadings. Official service of all documents in such cases is achieved by the Green Filing Site or Portal application, as applicable. Green Filing users understand that process is achieved by the Green Filing Site or Portal application, as applicable, whereby the Green Filing Site or Portal application, as applicable, delivers emails to the service recipients containing links allowing the recipient to access copies of such documents.
- (b) Payment Account information for filings submitted to any of the Journal Technology Courts is not stored or maintained by Green Filing. This data is stored and maintained by Chase Bank, N.A. Green Filing's payment processor. Through its payment processor, Green Filing will charge your Payment Account to pay all filing fees and payment processing fees applicable to such filing. The cost of all filing fees is not included within the Green Filing service fee and no portion of the service fee paid to Green Filing shall be applied toward such filing fee.

E5. Electronic Filing

- E5.1 A document is deemed to be electronically transmitted by you to Green Filing when you receive an on-screen indication on the Green Filing Site and Portals providing a Filing Identification Number and confirming that the filing status for the specific document submitted is “pending.” Documents received by Green Filing are not considered filed by the State Court unless the State Court reviews and accepts the Filing, and the Customer receives the Filing Receipt, and the Green Filing Site and Portals indicates the status of the Filing is “Accepted and a Filing Receipt is recorded along with the Filing.
- E5.2 Customer is solely responsible for uploading and submitting documents to the Green Filing Site and Portals in accordance with requirements set forth therein for filing in the applicable State Court in a timely fashion, for confirming the Filing Receipt and for checking the Account Email Address and Green Filing Site and Portals for rejected Filings, other documents or notifications, and for refiling and confirming the Filing Receipt of any previously rejected Filings before the expiration of all applicable filing deadlines.
- E5.3 You acknowledge that failure to have your Filing filed and accepted by the applicable Court in a timely manner may affect valuable legal rights, including your ability to bring your case under the statute of limitations. Use of this Green Filing Site and Portals does not alter or extend any statutory deadlines. Failure to meet any statutory deadlines will not be excused even if the failure to meet the deadline is caused by Green Filing’s error or any technical or electronic malfunctions relating to the use of this Green Filing Site and Portals.
- E5.4 You understand that the service fees paid by you in order to use Service is not refundable for any reason, even if a Court rejects your Filing.

E6. Utah Electronic Service & E-Filing

- E6.1 Attorneys who become registered users with Green Filing agree to be served electronically by the Utah State District Courts any time a new e-filing occurs on a case where the registered attorney is recorded as an attorney of record. Official service of all documents on such cases is accomplished by the Utah State District Court’s delivery to Green Filing a Notice of Electronic Filing (the “NEF”) as well as copies of all documents referenced within the NEF. The NEF, together with copies of all documents referenced within the NEF, are stored under the Notification tab of the registered user’s Green Filing account.
- E6.2 Upon Green Filing’s receipt of an NEF from the Utah State District Court for any case on which the registered user is an attorney of record, Green Filing will send a courtesy email to the registered user’s Account Email Address alerting the attorney of record that a new filing has occurred (each, a “Service Notification Email Alert”). Notwithstanding the foregoing, Green Filing will only send a Service Notification Email Alert to a registered user who has not opted out of receiving email notifications via its account user preferences available on the Green Filing Site.
- E6.3 As required by the Utah State District Courts, Green Filing will collect credit card payment information from you at the time you submit any Filing and Green Filing will submit such information directly to the applicable Utah State District Court on your behalf. Such Utah State District Court will directly charge your credit card to pay all filing fees applicable to such Filing. The cost of all filing fees is not included within your subscription fee and no portion of the subscription fee paid to Green Filing shall be applied toward such filing fee.

E7. Multistate Electronic Service & E-Filing

- E7.1 Through the process of an e-filing submission, may opt to select service contacts registered with the specific state court website service contact list to be electronically served copies of their pleadings.
- E7.2 Official service of all documents in such cases is achieved by the application for each specific state court.
- E7.3 Green Filing users understand that Green Filing is not serving documents to the selected service contacts, and that process is achieved by the specific state court application whereby the application delivers emails to the service recipient’s containing links allowing the recipient to access copies of such documents.
- E7.4 You specifically understand that the service described above does not include service of process as such service may be required by applicable law. You are solely responsible for serving all parties with any filing in accordance with applicable law.

E7.5 As required by the applicable state court, you may create "Payment Accounts" through Green Filing for use in the payment of court filing fees. Green Filing will prompt the user for the selection of a payment account at the time you submit any Filing and Green Filing will submit such information directly to the applicable State Court on your behalf. Payment Account Information is not stored or maintained by Green Filing. Such State Court will directly charge your Payment Account directly to pay all filing fees applicable to such Filing. The cost of all filing fees is not included within your service fee and no portion of the service fee paid to Green Filing shall be applied toward such filing fee.

E8. Access to Court Data and/or Documents

E8.1 The software provided through the Service will allow you access to certain data and documents; however, Green Filing does not maintain that this data or documents are the official record of the court and accepts not responsibility for the accuracy of such data or documents. If you believe any such data or documents to be incorrect, you should immediately contact the applicable Court directly to request confirmation of the information contained therein.

E9. Definitions.

E9.1 In this Part, the following capitalized terms have the meaning given below:

Branded E-Filing Portal

Branded E-File Portal Agreement means

Fees means the fees charged to you for using the Services.

Filing Receipt means notification via email to the Account Email Address of such acceptance from such Court and/or Green Filing, as applicable

Green Filing Site means the Green Filing website.

Services means Green Filing Services, including but not limited to, E-filing, Service of Process, and mail delivery.

Service Fee means any and all associated fees charged by or on behalf of Odyssey eFile CA, Journal Technologies, Inc or any other person or entity providing electronic filing management (EFM, application program interface (API), or like services facilitating e-filing into the State Courts or any of them.

State Courts means, as applicable, Utah, California, Indiana, Illinois, Nevada, Texas, Georgia, Maryland, or Virginia state courts.

Payment Account means an account you create through Green Filing for use in the payment of all fees associated with the submission of a filing.

Account Email Address means the email address you provide to Green Filing upon registration for use of the Service.