



## Terms of Service Agreement

This Terms of Service Agreement (this “**Agreement**”) is entered into by and between Serves You Right, LLC, a Washington limited liability company (“**SYR**”) and the company or individual using SYR's services (the “**Customer**”) (individually, a “**Party**,” and collectively, the “**Parties**”). By using SYR's services, the Customer agrees to this Terms of Service Agreement. In consideration of the mutual terms and conditions hereinafter set forth, the Parties agree as follows:

1. Scope of Work. SYR will carry out the duties offered to customer on its website to serve process, locate individuals, and file documents (the “**Services**”).
  2. Compensation. Customer will pay to SYR the per-order price as specified on its website or as otherwise agreed. In the event any payment due SYR has not been paid when due, interest on such late payments will accrue at a rate of 12% per month or the maximum legal rate if lower. In the event collection efforts become necessary in SYR's sole reasonable determination, the Customer will pay any costs of collection, including attorneys' fees. The Customer agrees to an annual rate increase not to exceed 12% of the prior year's rates.
  3. Term and Termination. If either Party terminates the Agreement, then SYR is entitled to payment for work performed up to the termination date. The definitions contained in this Agreement and the rights and obligations which by their nature should survive termination will be deemed to do so.
  4. Limitation of Liability.
- 4.1 Limitation of Liability. Aggregate Liability.

**To the extent permitted by other law, (a) in no event shall SYR be liable to the Customer under any legal theory for any special, indirect, consequential, exemplary, or incidental damages, however caused, arising out of or relating to this Agreement, even if SYR has been advised of the possibility of such damages; and (b) in no event shall the aggregate liability arising out of or relating to this Agreement (regardless of the form of action giving rise to such liability, whether in contract, tort, or otherwise) exceed the fees payable within the past 3 months to SYR hereunder.**

#### 4.2 "Rush/Same Day" Orders.

While SYR will exercise best efforts to file or serve documents in a timely manner, under no circumstances will SYR be liable for any damages (including but not limited to punitive, indirect, consequential, or special damages, including loss of a claim) for any filing that was requested within 10 business days of the expiration of its applicable statute of limitations.

#### 5. General Provisions.

5.1 Notices. Any notice required or permitted by this Agreement to Customer will be in writing and delivered via electronic transmission, upon acknowledgment of electronic transmission or 24 hours after sending if no bounce-back is received. Notice to SYR will be made by certified mail to PO Box 578, Oak Harbor, WA 98277, ATTN: Serves You Right, LLC Legal Counsel, and deemed effective upon delivery.

5.2 Governing Law; Forum. This Agreement will be governed in all respects by the laws of the State of Washington. The Parties consent to the exclusive personal jurisdiction of the federal and state courts located in Island County, Washington, as applicable, for any matter arising out of or relating to this Agreement.

5.3 Severability. If an adjudicator holds that any provision of this Agreement is illegal, invalid, or unenforceable, then that provision will be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision, and the Agreement's remaining provisions shall not be affected.

5.4 Successors and Assigns. Customer may not assign its rights or obligations under this Agreement without the prior written consent of SYR. SYR may assign its rights or obligations under this Agreement upon notice to Customer, and such assignment will be binding at the time of receipt of such notice.

5.5 Waiver and Modification. If a Party waives any term, provision, or breach of this Agreement, such waiver will not be effective unless it is in writing. No waiver by a Party of a breach of this Agreement will constitute a waiver of any other or

subsequent breach by the other Party. This Agreement may be modified only by the Parties' mutual written agreement.

5.6 Entire Agreement. This agreement constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or contemporaneous agreements concerning such subject matter, whether written or oral.