



## TERMS AND CONDITIONS

### Acceptance

Your access to and use of US Legal PRO (company, web application, site, website) is subject exclusively to these Terms and Conditions. You will not use the web application for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the web application you are fully accepting the terms, conditions and disclaimers contained in this notice.

US Legal PRO utilizes Web Services exposed by Tyler Technologies, Inc to transmit and retrieve data from State's court management system. By using the web application, you also agree to enter into, or to comply with the terms of Tyler Technologies, Inc's File & Serve Usage Agreement found [here](#).

If you do not accept these terms and conditions you must immediately stop using the website.

### Description of Service

US Legal PRO facilitates electronic submission of legal documents to State Courts. US Legal PRO cannot give you legal advice and you may not construe any discussions you have with US Legal PRO as legal advice.

### System Updates

US Legal PRO is constantly innovating, adding and updating new functionalities in order to provide users the best possible experience as such US Legal PRO reserves the right to update the solution at its discretion.

### Created / Uploaded Data

US Legal PRO may access your account, including uploaded data, to respond to service or technical problems or as stated in this agreement or required by applicable law.

### Privacy

Use of the Service shall be subject to the US Legal PRO's Privacy Policy available at [Privacy](#).

## **Communication**

US Legal PRO may contact you from time to time in an effort to make you aware of new functionalities and fixes. You hereby authorize US Legal PRO to make such contact.

## **Modifications to this Agreement**

US Legal PRO, at its sole discretion, reserves the right to change, modify, amend or otherwise alter this agreement at any time. We encourage you to frequently check this page for any changes to the agreement. You acknowledge and agree that it is your responsibility to review this agreement periodically and become aware of modifications.

## **Indemnification**

You agree to indemnify, defend and hold harmless US Legal PRO, its parents, its affiliates and their respective officers, directors, employees, attorneys, representatives, licensors, third-party providers and agents from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with your use of the web application and/or service (including the Uploaded Data) or breach of this Agreement.

## **Severance**

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## **Arbitration**

Any controversy or claim arising out of or relating to this Agreement, which is not settled by reasonable negotiations between the parties, will be settled by arbitration that will be binding on all parties. Each party expressly agrees to be bound to any results of such arbitration and not to dispute in any way, at law or otherwise, the decision rendered by such arbitration. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitration will be conducted by a single arbitrator and agreed rules if all parties can agree upon such arbitrator and rules, and if such agreement cannot be reached between the parties, the arbitration will be arbitrated by a single arbitrator in accordance with the rules of the American Arbitration Association, which decision will be binding on the parties. The arbitrator will not be empowered to award punitive damages to either party. The arbitrator will be a person from the locality of Flower Mound, TX and the arbitration hearing will be held in the Flower Mound, TX metropolitan area. The cost of arbitration will be borne equally by the parties unless the arbitrator makes a final determination, which determination will be binding upon the parties, that one of the parties should be regarded as the prevailing party as to the matters submitted to

the arbitration, in which event the non-prevailing party will bear all costs related to the arbitration. Notwithstanding the foregoing, either party may, on good cause shown, seek a temporary restraining order and/or a preliminary injunction from a court of competent jurisdiction, to be effective pending the institution of the arbitration process and the deliberation and award of the arbitrator.

### **Disclaimer of Warranties**

THE SERVICES ARE PROVIDED BY US LEGAL PRO ON AN "AS IS" BASIS. US LEGAL PRO DOES NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (III) ERRORS OR DEFECTS WILL BE CORRECTED.

### **Limitation of Liability**

IN NO EVENT SHALL US LEGAL PRO'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY THE CUSTOMER TO US LEGAL PRO IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL US LEGAL PRO BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO YOUR USE OR INABILITY TO USE THE SERVICE OR FOR ANY DATA OBTAINED FROM OR THROUGH THE SERVICE, EVEN IF US LEGAL PRO HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS ABOVE MAY NOT APPLY TO YOU.

### **Contacting us**

If you have any questions about this Terms and Conditions, please contact us at:

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