

## Website Terms and Conditions

### ***Service Terms***

By submitting legal process or other documents for service, with or without a written form, Attorney or Party Without Attorney (Client) agrees to the following terms: Services performed by Antoine P. Cobb and/or Antoine P. Cobb dba QuickServeAZ and/or Antoine P. Cobb dba Center for Divorce Resolution (collectively and individually referred to herein and Entity) are strictly limited to service of legal process, and legal document preparation, as allowed by law. Entity does not render legal advice nor give legal opinions. Client should seek competent counsel (a licensed, practicing attorney) for any legal advice or legal opinions.

### **Service fees are not refundable.**

All services must be prepaid unless other arrangements are agreed upon. Fees are based on current Fee Schedule as posted on website or otherwise available or as quoted.

Client is responsible for providing all information necessary to process this order, including statute dates or deadlines, if any.

Entity and its agents, employees and assigns are not expected to assume any information not given in writing. Client is solely responsible for the contents of any legal process assigned for filing and/or service. Any documents which may be rejected for filing by the Clerk of the Court due to deficiencies are solely the responsibility of the Client. Entity is not responsible to inspect or otherwise review client documents for filing and/or service, except in limited circumstances where Entity acts in its capacity as an Arizona Legal Document Preparer.

Charges are based on "party/address" per each case and apply to all items whether served or not, including cancellation after attempts, "not found" or if the statutory time expires prior to making service. In instances where multiple legal process (for different cases) or parties are to be served, each is charged separately, unless explicitly agreed otherwise in writing.

Entity does not make "unlimited" attempts, but rather will make up to a specified number of attempts as reasonable in the sole determination of the Process Server to attempt to effect service. Successful service of process is not guaranteed. Requests for time-specific or time-sensitive attempts will incur additional charges

Except for court proceedings in Maricopa County Superior and Justice Courts, the service fee quoted is for service of process only, and does not include filing the Proof of Service or other Declaration/Affidavit with the Court. Client must specifically request such service. There is generally an additional charge for filing documents with the Court. The Proof of Service or other Declaration/Affidavit is returned to the Client via

first-class USPS unless specifically requested to be filed with the Court and such service is paid for.

Client agrees and understands that a \$35 return check fee is assessed each time a check that Client has presented for payment dishonored by Entity's bank or by Client's bank. Client also agrees and understands that a \$100 litigation fee is assessed if legal action is necessary to recover unpaid service fees. Finally, Client agrees to be responsible for all legal costs incurred to recover unpaid service fees, including court filing fees, service of process costs, and skip-trace / research fees.

Client further agrees to indemnify and hold harmless Entity and its agents, employees and assigns from any and all actions, claims, damages and demand of whatever type wherever situated arising directly or indirectly from the submission of legal process or other documents for service. All monies due Entity are to be paid in Phoenix, Arizona, at my principal place of business: 24 W Camelback Rd., Suite A228. On any account in default, Client agrees that Entity may seek redress in the Downtown Justice Court precinct of the Maricopa County Justice Courts, or the Maricopa County Superior Court, or Entity may elect to file suit in another venue, at his sole discretion.