



CUSTOMER SERVICES APPLICATION

Once completed, please send this to Terry Tomich either via email (TTomich@procourier.com) or by facsimile (213) 763-8434.

COMPANY INFORMATION

BUSINESS NAME _____

TRADE NAME OR DBA NAME _____

BUSINESS STREET ADDRESS _____
(A Physical Address Is Required)

CITY _____ STATE _____ ZIP CODE _____

HOW LONG AT THIS ADDRESS? _____

BUSINESS PHONE _____ FAX _____

WEBSITE _____

LENGTH OF TIME IN BUSINESS _____ KIND OF BUSINESS _____

TYPE OF BUSINESS: SOLE OWNER PARTNERSHIP CORPORATION

OFFICE MANAGER _____ OFFICE MANAGER E-MAIL _____

ACCOUNTS PAYABLE CONTACT _____

ACCOUNTS PAYABLE CONTACT E-MAIL _____

CREDIT CARD ACCOUNT APPLICATION

The Customer hereby agrees that ProCourier may bill all Services and fees to the following credit card account:

16-DIGIT CARD NUMBER _____

4-DIGIT EXPIRATION DATE _____ 3 OR 4 DIGIT AUTHORIZATION NUMBER _____

NAME AS IT APPEARS EXACTLY ON CARD _____

CARD HOLDER BILLING ADDRESS _____

CREDIT LINE ACCOUNT APPLICATION

PLEASE ALLOW APPROXIMATELY TEN BUSINESS DAYS FOR PROCESSING.

For Customers seeking approval for a credit line, please provide the requested information. Because credit references prefer that we contact them by mail or fax rather than by telephone, please return this Agreement as soon as possible.

CREDIT LINE DESIRED \$ _____

BANK REFERENCE

BANK NAME _____ CONTACT _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

ACCOUNT/LOAN NUMBER: _____ PHONE _____ FAX _____



CUSTOMER SERVICES APPLICATION

TRADE REFERENCES

COMPANY _____ CONTACT _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE _____ FAX _____

HIGH CREDIT \$ _____

COMPANY _____ CONTACT _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE _____ FAX _____

HIGH CREDIT \$ _____

PLEASE PROVIDE ANY ADDITIONAL INFORMATION TO HELP PROCOURIER EVALUATE YOUR CREDIT LINE REQUEST:

TERMS AND CONDITIONS

This Customer Services Application (the "Agreement"), is entered into by and between ProCourier, Inc., dba ProLegal ("ProCourier") and the person or entity named in Section One hereof (the "Customer," and collectively, ProCourier and Customer shall be referred to herein as the "Parties"), concerning various Services (as hereafter defined) that ProCourier may perform on Customer's behalf.

Fee Policies: For eligible Customers, ProCourier may advance court-imposed fees, subject to an additional administrative charge, none of which will be deemed "interest" under state law. As disclosed to Customer, ProCourier will charge Customer its hourly rates for time spent waiting at court, for all fees advanced on its behalf and any related administrative charges, for all requested research, for requested preparation and editing of customer supplied documents, for fees incurred for parking, for any fuel surcharges deemed necessary in ProCourier's sole discretion based upon market conditions, for copies, facsimile, imaging, scanning, record retrieval, subpoena preparation, PDF pages, envelopes, notarization, postage, additional trips to court, service of process, additional service of process attempts, additional entity served, in field locate, extended area charge, over-time, double-time and overnight delivery and other services (the "Services"), the cost of which may change without prior notice. Updated information regarding charges for ProCourier's Services may be sent to Customer at various intervals or may be requested at any time by Customer. Customer further acknowledges receipt of ProCourier's Services and charges associated therewith, including (as applicable) Pro-Courier's "Order Form" for copying, imaging and scanning, record retrieval, subpoena preparation, court service, service of process and delivery, the "On Demand Rate Sheet," the "Primary Fee Schedule," and "Court Services - Rate Schedule" (which includes disclosures regarding costs for service of process for "Economy," "Direct," and "Exclusive," and additional charges that may be imposed for fuel surcharges, court time, wait time, filing fees, parking, copies, fax, and any miscellaneous charges necessary thereto) all of which ProCourier fully incorporates by reference into this Agreement. By signing this Agreement, Customer represents that all Services and related charges have been explained, understood and agreed to by Customer.

Credit Card Account Policies: ProCourier typically issues invoices on the 15th and last day of each month (the "Invoice Date"), and charges the Customer's credit card within three days of the Invoice Date. Customer authorizes ProCourier to charge Customer's credit card for payment for all Services and charges. Customer must maintain a valid credit card with ProCourier to avoid a credit hold and the suspension of Services.

Credit Line Account Policies: Credit line accounts are due within ten days of the Invoice Date, and late or unpaid invoices can result in changes to the credit line, including suspension, reduction or termination. Any check returned unpaid is subject to a \$45 processing fee. If Customer exceeds its credit line, Customer authorizes ProCourier to charge any such excess to Customer's credit card. Customer's credit line is conditioned upon maintaining a valid credit card with ProCourier in an amount equal to or greater than the credit line. By completing Section Three, ProCourier does not represent that a credit line will be approved.



CUSTOMER SERVICES APPLICATION

Arbitration/Waiver of Jury Trial: ProCourier may commence legal proceedings for any breach of the Agreement or for any unpaid Services, including the Billings (as hereafter defined), and any documents incorporated by reference into this Agreement. Any breaches of this Agreement does not prejudice ProCourier’s rights to bring separate legal actions for any unpaid ticket(s), Services or Billings. This Agreement is intended to provide an initial disclosure to the Customer of charges for ProCourier’s Services and the terms and conditions of those Services. Except for legal proceedings within the jurisdictional limits of a "small claims" court, the Parties hereby waive personal jurisdiction and agree to submit all controversies to mandatory binding arbitration, before a single neutral arbitrator, within Los Angeles County, California, conducted in accordance with California Code of Civil Procedure § 1282 et seq., and the applicable rules of the American Arbitration Association. The Parties further agree that this Agreement, Services and Billings are not governed by the Federal Arbitration Act, but exclusively by the California Arbitration Act. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. However, the Parties agree that “[t]he arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error” pursuant to Cable Connection, Inc. v. DIRECTV, Inc. (2008) 44 Cal. 4th 1334, 1342 n. 3, with the prevailing party recovering its reasonable attorney's fees and actual costs, plus arbitrator fees and associated administrative fees (unless prohibited by law or otherwise barred in such proceeding). Judgment may be entered in any court of competent jurisdiction.

Tickets/Invoices: ProCourier issues invoices for the individualized "tickets" attached or referenced thereto for Services rendered, and hereby incorporates for disclosure purposes all such ticket(s) and/or invoice(s) (the "Billings") within this Agreement. The Parties stipulate that ProCourier may separately recover under any Billing for unpaid Services, fees and all sums due under this Agreement, and that ProCourier may allocate unpaid Customer payments to any Billing at ProCourier's sole discretion. Notwithstanding the Parties’ execution of this Agreement, all ticket(s) and Services completed by ProCourier are stipulated as separate contracts. Customer agrees that all Billings are conclusively deemed final and correct 30 days from the date of delivery to Customer unless Customer provides a written dispute thereof within 30 days of receipt of such Billing.

Interest Charges: Because unpaid Billings represent an unquantifiable administrative and financial burden upon ProCourier, the Parties stipulate that all Billings outstanding and unpaid for more than 30 days will accrue simple interest at 18 percent per annum, and agree such rate is reasonable and not a penalty. If this rate is later deemed unenforceable in any proceeding, the Parties stipulate to simple interest at 10 percent per annum or as such rate a court may determine, and all excess interest shall be allocated to the unpaid balance owed by Customer.

Limitation of Damages: The Parties stipulate that ProCourier’s limitation of liability is limited to \$250 for each Service performed whether by ticket(s) or otherwise separately ordered, and that ProCourier expressly disclaims all liabilities for all damages that may be sustained by Customer, including general, special and consequential damages. Customer understands and agrees that ProCourier does not accept or agree to damages arising by any late delivery or missed deadlines or breach of any Customer instructions absent a signed written acceptance thereof by its authorized officer.

Miscellaneous: This Agreement binds ProCourier when executed by its authorized officer, and all prior discussions and negotiations not contained herein are void and unenforceable. No amendments to this Agreement are enforceable unless in writing and signed by the President of ProCourier and the Customer. Any provision deemed unenforceable shall not affect the remainder of this Agreement, and in such instance, the Parties request that any unenforceable provision be reformed (to the extent practicable) to reflect the Parties' intent. This Agreement may be executed and delivered in counterparts, but in any event constitute but one Agreement. Copies or facsimiles of signatures are as valid and binding as an original, and may be attached to this Agreement in lieu thereof. Captions and headings are for convenience only, and will not (and cannot) affect the interpretation of any provision of this Agreement. The individual signing this Agreement warrants the authority to do so and the accuracy of the information contained herein. Established Customer routes and times may change without prior notice. The Customer authorizes ProCourier to verify all Customer-supplied information, which may include obtaining credit reports and verifying references, and agrees to fully indemnify and hold ProCourier and any parent, subsidiaries, affiliates, directors, employees, successors and assigns harmless from all claims, attorney's fees, costs and expenses associated therewith.

DATE _____ AUTHORIZED SIGNATURE _____

PRINT NAME _____ TITLE _____

PROCOURIER APPROVAL

BY: _____ DATE _____