

User Agreement - Self-Represented

TERMS AND CONDITIONS

By accessing this TurboCourt website (the "Service"), you (the "User") agree to be bound by the Terms and Conditions for TurboCourt, set out in this "Filing Policy. Terms and Conditions." The Service is provided by Integrated Information Systems, Inc. dba TurboCourt, and should be used for informational purposes only. By using the Service or downloading materials from the Service, the User agrees to abide by any terms and conditions set forth in the Service. If a User does not agree to abide by these terms and conditions, do not use this Service or download materials from this Service. Subject to the User's compliance with the terms and conditions set forth in this agreement, TurboCourt, grants User a non-exclusive, non-transferable, limited right to access and use the Service and the information, images, and text contained in the Service. User agrees to comply with all copyright laws worldwide in User's use of the Service and to prevent any unauthorized copying of any information, image, or text contained in the Service.

GENERAL MATTERS

The Service is not intended as a substitute for a lawyer. To the extent the User requires legal advice, the User must consult a legal professional. The Service acts solely as an expeditor for the filing of legal documents intended to be filed by User in a court, and the Service will use its commercially reasonable efforts to cause legal documents to be filed, provided that User complies with the Terms and Conditions herein, properly completes its legal documents, and pays the fees, including convenience or service fees related to payment processing and fees, charges, and other amounts required by statute or rule in connection with each filing. The Service is provided "As Is" without warranty of any kind, implied or express.

Please be advised that any transactions that are carried out online are not necessarily secure. User assumes all risk associated with use of this site, including but not limited to identity theft and fraudulent credit card charges. The User is solely responsible for maintaining the confidentiality of User's password(s). Should User allow others access to User's password information, User will be responsible for all actions that such persons might take with respect to User's TurboCourt data files and holds TurboCourt harmless from all such actions.

TurboCourt shall use commercially reasonable efforts to cause documents created on the Service to be filed in the court designated by the User. However, TurboCourt makes no representation or warranty that any such document will be filed in any particular period of time or will be accepted by such court. All risk in connection with filing documents within the applicable statute of limitations period that relates to any document to be filed shall be borne by the User, and TurboCourt shall have no liability to User in connection therewith.

FEES

By using the Service, User agrees to pay fees, including convenience or service fees related to payment processing, and fees, charges and other amounts required by statute or rule. Those fees are unrelated to the merits of User's claim or defense, are not paid to TurboCourt, and are not refundable.

By using the Service, User agrees that TurboCourt is authorized to:

1. Forward electronic transmissions, including credit card transactions, on User's behalf; and
2. Forward User's credit card payment(s) to third parties and to third party payment services.

When User sends a credit card transaction payment to a third party or to a third party payment service, User agrees that User is responsible for payment, even if the transaction is reversed through no knowledge or fault of User. If User fails to pay any convenience or service fee related to payment processing or any fee, charge, or other amount required by statute or rule, if User cancels any credit card transaction related to those fees, or if payment made by User is not received by the intended payee, TurboCourt and/or the New Hampshire Judicial Branch may take any and all of the following actions to collect such fees and any costs associated with collection of such fees:

1. Dismiss the case or not accept the document for which the fee was not paid;

2. File a court action against User;
3. Report such action to credit rating services;
4. Work with User's credit card company to cause the charge to be made; and
5. Assign all non-payments to a collection agency.

In addition, and as a penalty for non-payment, User agrees to pay a one-time late fee of \$25.00, together with interest on any outstanding amount, which interest shall accrue at the rate of one and one-half percent (1 ½%) per month, or eighteen percent (18%) annually.

PRIVACY POLICY

TurboCourt will use commercially reasonable efforts standard in its industry to protect User's identity and privacy from third parties. The next six sections of this document describe the policies of TurboCourt regarding information it receives about a User while accessing the Service. Any additional questions regarding the TurboCourt Privacy Statement can be directed to TurboCourt by e-mail at CustomerService@TurboCourt.com.

Normal Website Usage

TurboCourt may collect and store typical Web server log data during normal website usage by each User. Examples of this type of data include the name of User's Internet service provider, the website that referred User to TurboCourt, any pages User requests, and the time and date of those requests, etc. TurboCourt uses this information to generate statistics and measure website activity. This same information may be shared with third parties in order to provide these services or to analyze, store, or aggregate the information. It may also be shared with other third parties working with TurboCourt to improve the services of TurboCourt, or the Service. This type of data generally does not contain personally identifiable information. When collected, the connection is not secure.

Personally Identifiable Information

TurboCourt may request personally identifiable information to provide Users with a service at their request. This information, such as name, mailing address, e-mail address, computer system information, and type of request, is collected and stored in a manner appropriate to the nature of the request (such as customer support), as determined by TurboCourt, to fulfill User's needs or to communicate effectively with a User. This website may provide links to third-party websites not controlled by TurboCourt. It is recommended that Users check the specific privacy statements of any website before providing any personally identifiable information. TurboCourt is not responsible for the privacy policies or security of any third-party websites.

Cookies

A "cookie" is a small file that may be stored by User's browser or User's hard drive when a User visits a website. As a User browses the Web, cookie-enabled websites will send cookies to a User's browser. A User's browser should have options that will let a User control whether the browser accepts cookies, rejects cookies, or notifies a User each time a cookie is sent to a User. If a User does not wish such information to be stored, a User should set the User's browser to reject cookies.

E-Mail

If a User sends TurboCourt, personally identifying information via e-mail, TurboCourt will use that information for the purpose identified in the e-mail message (such as customer support) and to improve TurboCourt's services to the User.

Responsibility for Acceptance of Notification

As part of our service to you, and once your papers are filed at the court, we will notify you via electronic mail ("e-mail") with certain information specific to your case.

Some people have software programs installed on their computers that block unsolicited e-mail. Such software includes Spam Guard or other so-called "spam" blocking software. YOU ARE SOLELY RESPONSIBLE FOR TAKING SUCH ACTIONS AS MAY BE NECESSARY TO PERMIT OUR E-MAIL NOTIFICATIONS TO ARRIVE SAFELY IN YOUR MAILBOX. For those of you with software that requires registration of e-mail senders prior to their acceptance into your e-mail mailbox, our email address is: customerservice@turbocourt.com WE ARE NOT RESPONSIBLE FOR NOTIFICATIONS WE SEND THAT FAIL TO ARRIVE IN YOUR E-MAIL MAILBOX DUE TO THE PRESENCE OF SPAM PROTECTION SOFTWARE.

Privacy Statement Revisions

TurboCourt will post any revisions of this Privacy Statement on the Service.

DISCLAIMER OF WARRANTY

NEITHER TURBOCOURT NOR ITS LICENSORS MAKE ANY WARRANTY, REPRESENTATION, OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE SERVICE. TURBOCOURT AND ITS LICENSORS EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. TURBOCOURT AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE WILL SATISFY USER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR OR THAT THEIR OPERATION WILL BE UNINTERRUPTED. TURBOCOURT AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS OF CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE WITH RESPECT TO THE USE OF THE RESULTS OR THE USE OF THE SERVICE'S DATA OR ANY OTHER ELEMENT IN THE SERVICE. USER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SERVICE.

CUMULATIVE LIABILITY

THE CUMULATIVE LIABILITY OF TURBOCOURT AND ITS LICENSORS TO USER FOR ALL CLAIMS RELATED TO THE SERVICE AND THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY USER TO TURBOCOURT HEREUNDER FOR THE DISPUTED TRANSACTION. TURBOCOURT AND ITS LICENSORS SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF TURBOCOURT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TURBOCOURT AND ITS LICENSORS ARE NOT RESPONSIBLE FOR LOST PROFIT, OR REVENUE, LOSS OF USE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM, OR DATA, OR CLAIMS BY ANY THIRD PARTY.

MISCELLANEOUS

Severability

If any provision in the Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of the Agreement shall remain in full force and effect.

Assignment

This Agreement and User's use of the Service and the services provided hereunder are not assignable without the prior written consent of TurboCourt. Any attempt at assignment without such consent shall be null and void and of no force and effect.

Entire Agreement

This Agreement and its attachments set forth the entire understanding and agreement between User and TurboCourt and supersede all proposals or communications, oral or written, between the parties relating to the subject matter of the Agreement. No modification of the Agreement shall be binding unless it is in writing and is signed by authorized representatives of both parties.

Waiver

No waiver of any right under this Agreement shall be deemed effective unless contained in writing signed by a duly authorized representative of TurboCourt, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

Attorneys' Fees

In the event that any suit or other legal proceeding is brought for the purpose of enforcing this Agreement or otherwise in connection with this Agreement, in addition to whatever other remedies the prevailing party in such suit or legal proceeding might be entitled, such prevailing party shall be entitled to reasonable attorneys' fees and expenses, including those incurred in preparation for any hearing, motion, or trial.

Governing Law; Jurisdiction; Venue

Any disputes under this Agreement shall be resolved under New Hampshire law without reference to conflict of laws principles. For any disputes arising out of this Agreement, the parties hereby consent and submit to the exclusive jurisdiction of the federal and state courts sitting in Concord, New Hampshire. Venue shall be in Concord, New Hampshire.

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