REFUND POLICY

1. Acceptance of Terms

By requesting, ordering, or authorizing services from RUSHReady Serve ("RUSHReady"), the Client agrees to these Terms of Service, including the Refund & Cancellation Policy.

These terms apply to all services provided by RUSHReady Serve, including but not limited to:

- Process Serving
- Landlord-Tenant Services
- Court Filings
- Court Document Retrieval
- Legal Courier Services
- Skip Tracing
- Military Status Investigations
- Occupancy Investigations
- Witness Locates
- Document Delivery
- Affidavit Preparation
- Any additional litigation support services offered by RUSHReady.

2. General Policy

RUSHReady performs professional litigation support services.

Because assignments frequently require immediate scheduling, contractor dispatch, document preparation, travel, mailing, research, and administrative work, work often begins immediately upon acceptance.

Accordingly, refunds are limited based upon the stage of the assignment.

3. Assignment Acceptance

An assignment is considered accepted once RUSHReady confirms acceptance by email, telephone, text message, client portal, ServeManager, or any other written or electronic communication.

Once accepted, RUSHReady may immediately begin scheduling resources and preparing the assignment.

4. Cancellation Before Work Begins

If an assignment is cancelled before work has begun, RUSHReady may issue a refund of the service fee less:

- Payment processing fees
- Administrative expenses
- Third-party expenses already incurred

Examples include:

- Printing
- Court fees
- USPS postage
- Courier expenses
- Contractor scheduling fees

5. Cancellation After Work Begins

Once work has begun, the service fee becomes earned.

Work includes, but is not limited to:

- Dispatching a contractor
- Printing documents
- Preparing service packets

- Scheduling attempts
- Beginning travel
- Conducting investigations
- Skip tracing
- Court filing preparation
- Court retrieval preparation
- Affidavit preparation
- Mailing preparation

Cancellation after work has begun does not entitle the Client to a refund.

6. Completed Services

Completed assignments are non-refundable.

This includes:

- Personal Service
- Substitute Service
- Conspicuous (“Nail & Mail”) Service
- Posting
- Military Status Investigations
- Occupancy Investigations
- Skip Tracing
- Court Filings
- Court Retrievals
- Courier Deliveries
- Affidavit Preparation
- Landlord-Tenant Services

Payment is for the professional services performed and not for a particular legal outcome.

7. Service Attempts

Routine process service includes up to **three (3) service attempts**, unless otherwise agreed.
Attempts are generally made on varying days and/or times whenever reasonably practical.

Once three attempts have been completed, the assignment is considered complete unless additional attempts are authorized by the Client.

Additional attempts may incur additional fees.

8. Successful Service

If service is successfully completed on the first, second, or third attempt, the full quoted fee remains due.

The Client purchases successful completion of the assignment—not a guaranteed number of attempts.

No discount or refund shall be provided because service was completed sooner than anticipated.

9. Incorrect, Bad, Vacant or Incomplete Addresses

Clients are responsible for providing accurate service information.

The full quoted fee remains due if:

- The address is incorrect
- The address is incomplete
- The address does not exist
- The property is vacant
- The respondent has moved
- The respondent never resided there

- The Client supplied incorrect apartment information
- The address cannot be accessed because of incorrect gate codes or access information

If RUSHReady completes up to three service attempts at the address provided by the Client, the assignment shall be considered completed.

If the Client later provides a different address, the new address constitutes a new assignment unless otherwise agreed in writing.

10. Refusal to Accept Service

If a respondent refuses to accept documents, closes the door, walks away, becomes hostile, or otherwise refuses cooperation, the assignment shall be considered completed if service is lawfully effected under applicable law.

Respondent cooperation is not required for valid service.

11. USPS & Third-Party Expenses

The following expenses are non-refundable once incurred:

- Certified Mail
- First-Class Mail
- Certificate of Mailing
- USPS Postage
- Priority Mail
- Express Mail
- UPS
- FedEx
- Courier Expenses
- Court Filing Fees
- Court Copy Fees
- Recording Fees
- Government Fees

- Parking
- Tolls
- Shipping Charges

These expenses are incurred on behalf of the Client and cannot be recovered once paid.

12. Returned Mail

Mailing services are considered complete once accepted by the United States Postal Service.

Returned mail marked:

- Refused
- Unclaimed
- Forwarding Expired
- Vacant
- Undeliverable
- No Such Number
- No Such Street
- Moved
- Insufficient Address

does not entitle the Client to a refund.

13. Unsafe Conditions

RUSHReady reserves the right to suspend or terminate field activities where conditions present an unreasonable safety risk.

Examples include:

- Weapons
- Violence

- Aggressive animals
- Criminal activity
- Hazardous buildings
- Severe weather
- Police activity

Additional charges may apply if special arrangements become necessary.

14. Rush & Expedited Services

Rush and expedited service fees compensate RUSHReady for reserving personnel, contractor availability, scheduling priority, and operational resources.

Rush fees become earned once an assignment has been accepted for expedited handling.

15. Client Responsibilities

Clients are responsible for providing:

- Correct names
- Correct addresses
- Correct apartment numbers
- Correct documents
- Correct filing information
- Accurate instructions

Additional work resulting from inaccurate client information may incur additional charges.

16. Administrative Corrections

If RUSHReady makes a clerical or administrative error, it will promptly correct the error at no additional cost whenever reasonably possible.

Correction—not refund—is the primary remedy.

17. Court Delays

RUSHReady is not responsible for delays caused by:

- Court closures
- Clerk availability
- Government office closures
- USPS delays
- Weather
- Transportation disruptions
- Utility failures

Time already expended remains billable.

18. Contractor Assignment

RUSHReady may perform services using qualified employees or independent contractors.

Clients retain RUSHReady—not any individual server.

29. Limitation of Liability

RUSHReady's maximum liability for any assignment shall not exceed the amount actually paid by the Client for the specific assignment giving rise to the claim.
Under no circumstances shall RUSHReady be liable for indirect, incidental, consequential, special, punitive, or lost-profit damages.

20. No Guarantee of Legal Outcome

RUSHReady guarantees professional performance of its services.

RUSHReady does not guarantee:

- Successful service on the first attempt
- Respondent cooperation
- Court acceptance of defective documents
- Court rulings
- Judicial decisions
- Case outcomes
- Collection of judgments

21. Payment Terms

Unless otherwise agreed:

Invoices are due upon receipt.

Late balances may be subject to interest, collection costs, and reasonable attorney's fees where permitted by law.

Returned payments may incur additional fees.

22. Billing Disputes

Clients agree to notify RUSHReady of any billing concern promptly.

Clients are encouraged to contact RUSHReady before initiating a chargeback or payment dispute so that concerns may be resolved in good faith.

23. Courtesy Adjustments

Although these Terms govern all assignments, RUSHReady reserves the right, in its sole discretion, to issue courtesy credits, partial refunds, or billing adjustments when appropriate to preserve long-term client relationships.

Such adjustments do not constitute a waiver of these Terms and do not create a precedent for future assignments.

24. Right to Refuse Service

RUSHReady reserves the right to refuse or discontinue any assignment involving:

- Fraud
- Illegal activity
- Unsafe conditions
- Harassment
- Threats
- Conflicts of interest
- Incomplete documentation
- Requests inconsistent with applicable law

25. Governing Law

These Terms shall be governed by the laws of the State of New York unless otherwise required by applicable law.

26. Entire Agreement

These Terms constitute the entire agreement governing services provided by RUSHReady Serve unless superseded by a separate written agreement executed by both parties.

27. Assignment Completion

The quoted fee compensates RUSHReady for the professional handling, coordination, scheduling, contractor management, travel, documentation, litigation support, administrative work, mailing, and related services necessary to complete an assignment.

Fees are **not** based solely upon:

- The number of attempts made;

- The amount of time spent at a location;
- Whether a respondent chooses to cooperate;
- Whether a respondent resides at the address provided; or
- The legal outcome of the matter.

Once professional services have been rendered in accordance with these Terms, the applicable fees are considered earned.

RUSHReady Serve is committed to providing prompt, professional, and legally compliant litigation support services. Our goal is to build long-term relationships through reliability, transparency, and exceptional client service. These Terms are intended to clearly define the responsibilities of both RUSHReady Serve and its clients while ensuring the highest standards of professionalism.