

# **Pace Reporting Service, Inc.**

## **Terms and Conditions**

These Terms and Conditions govern all court reporting, transcription, videoconferencing, and related services provided by Pace Reporting Service, Inc. By placing an order for services, the ordering party agrees to be bound by the following Terms and Conditions.

1. **Transcript Retention.** Unless Pace Reporting Service, Inc. is notified at or before the conclusion of the deposition that the witness elects to read and sign the transcript, the option shall be deemed waived. If read and sign is requested, the applicable review period shall be thirty (30) days from the date the transcript is made ready unless otherwise ordered.

2. **North Carolina Oath Requirements.** North Carolina notaries may only administer oaths to witnesses physically located within the State of North Carolina at the time of testimony. If a witness is located outside North Carolina, the ordering party must notify Pace Reporting Service, Inc. at the time of booking. An administrative fee of \$25.00 per out-of-state witness applies.

3. **Transcript Turnaround Time.** Turnaround times are calculated in business days and exclude weekends and official holiday closures. Expedited delivery must be requested at the time of booking and is subject to reporter availability. Expedited service is not guaranteed unless confirmed in advance.

4. **Verification of Identity.** Witnesses must present a current, government-issued photo identification prior to administration of the oath.

5. **Videoconferencing.** Zoom videoconferencing is provided as a courtesy. Pace Reporting Service, Inc. does not guarantee video or audio quality, connectivity, or recording stability and relies solely on its own reporting equipment for transcript preparation.

6. **Recording Policy.** Any recordings made by Pace Reporting Service, Inc. are solely for transcript preparation and are not for distribution.

7. **Exhibit Handling.** Unless otherwise arranged in advance, the parties are responsible for handling, marking, and submission of exhibits. Digital exhibit-marking services may be provided for an additional fee.

8. **Cancellations and No-Shows.** Cancellation and no-show fees apply in accordance with Pace Reporting Service, Inc. scheduling policies, including fees for late cancellations, same-day cancellations, reporter en route cancellations, and witness no-shows.

9. **Billing Responsibility.** The party placing the order is the contracting party and is fully responsible for payment of all fees incurred unless otherwise agreed in writing prior to services being rendered. Partial payments do not constitute acceptance of modified payment terms.

10. **Payment Terms and Finance Charges.** Payment is due upon receipt of invoice. Any balance not paid within thirty (30) days of the invoice date shall accrue a finance charge at the rate of 1.5% per month until paid in full. Pace Reporting Service, Inc. reserves the right to require payment prior to transcript delivery.

11. **Transcript Delivery and Acceptance of Terms.** Delivery of transcripts and access to electronic files is expressly conditioned upon acceptance of these Terms and Conditions. Downloading, accessing, or using transcript files constitutes agreement to these Terms and Conditions.

12. Administrative and Collection Fees. Accounts remaining unpaid ninety (90) days or more may be assessed an administrative and collection handling fee.

13. Governing Law and Collection Costs. These Terms and Conditions constitute a binding agreement governed by the laws of the State of North Carolina. In the event of collection activity, Pace Reporting Service, Inc. may seek recovery of finance charges, court costs, and reasonable attorney's fees.

14. Credit Hold and Suspension of Services. Accounts not paid in accordance with these Terms and Conditions may be placed on credit hold, and services may be suspended until all outstanding balances are paid in full.