

Your information: We physically store your personal information (Example: order form, credit card authorization form, supporting documentation, copies of your documents, etc..) for up to one year. After one year, they are destroyed. Information emailed to us may be stored for a longer period of time. We are very careful with information received and take strict precautions to protect your sensitive information. Information shared with third parties, independent contractors, and affiliates are also held to the highest security standards.

1. **Tracking Software:** When you provide us your information, you agree to allow us to contact you by email, phone, and text messages. You also agree that we may add you to our monthly newsletter. When you visit our web site, you agree that tracking software may be placed on your computer (Cookies) from third party companies (Example: Google, Live Chat Software) and us which will allow us to provide you relevant and helpful information, advertising, and videos on our site and others.
2. **Acceptance of Your Documents by Another Country:** Texas Apostille Service cannot guarantee that another country will accept your documents even if the Secretary of State has attached an apostille. We also cannot guarantee that another country will accept your documents once they have been certified by the Secretary of State, the US Department of State (if required), and the Embassy or Consulate office. When you mail in your documents to our office, you agree that you have verified them with the country requesting it. As long as the State attaches the apostille or certificate (Non-Hague Country) to your documents, we have fulfilled our obligation of service. We recommend that you check with the people requesting your documents in order to confirm that they will accept the documents that you plan to mail in to our office for processing. Even though an apostille does not have an expiration date, some countries may request your documents to be no older than a specific period of time (Example: three months or less). Please, double check with the country requesting your documents in order to avoid any delays or additional costs.
3. **Return Shipping:** Our current shipping carrier of choice is FedEx or UPS. We charge \$50 FedEx/UPS overnight return shipping for completed orders in its entirety within the USA. If you choose to have some of your documents returned before the entire order is complete, there will be an additional

FedEx/UPS return shipping fee of \$50 for each shipment. If your return address is a business address, you can elect to have your documents delivered without a signature. Once your order has been completed and dropped off at the FedEx/UPS shipping center, we cannot be held responsible on how long FedEx/UPS will take to deliver the documents back to your return address nor can we make a promise that FedEx/UPS will deliver on time. Be sure to include your email address on the order form so FedEx/UPS can provide you an update by e-mail regarding your shipping. Due to company policy, we are unable to change the return address listed on the order form. Also, please note that FedEx/UPS do not deliver to a P.O. Box address. If your package is undeliverable and returned back to our office, you agree to pay \$50 for the FedEx/UPS return fee and \$50 for the FedEx/UPS return shipping fee back to your return address. Documents returned internationally will incur a \$150 FedEx/UPS return fee in addition to another \$150 FedEx/UPS international shipping fee. If you should have any questions regarding your FedEx shipment, please call FedEx Customer Care at: 1-800-463-3339. UPS can be reached at 1-800-742-5877.

4. Saturday delivery fee: If you choose to have your documents delivered on a Saturday, the additional cost is \$75. Once your order is dropped off at the FedEx/UPS shipping center, we cannot be held responsible on how long FedEx/UPS will take to deliver the documents back to your return address nor can we make a promise that FedEx/UPS will deliver on time and on a Saturday. There is no refund for this service even if FedEx/UPS is not able to deliver your documents on time. If you should have any questions regarding your FedEx shipment, please call FedEx Customer Care at: 1-800-463-3339. UPS can be reached at 1-800-742-5877.

5. International shipping: If you choose to elect to have your documents shipped outside of the USA, you will be charged a flat rate fee of \$150 (International priority shipping). Delivering to some countries may cost more (Example: Ukraine, Russia, etc...) We can ship documents to most return addresses outside of the United States (International Shipping). We do not provide international overnight shipping. Please note that your return address must be written in English. Our flat rate FedEx/UPS international

priority shipping fee is \$150. Once your order is complete, it will be dropped off at the FedEx/UPS shipping center. Once your order is dropped off at the FedEx/UPS shipping center, we cannot be held responsible on how long FedEx/UPS will take to deliver the documents back to your return address nor can we make a promise that FedEx/UPS will deliver on time. There is no refund for this service if FedEx/UPS is not able to deliver your documents on-time. In order to avoid an international shipping fee, you can mail in a pre-paid and pre-printed FedEx, UPS, or DHL shipping label. Please note that there is a one day delay in shipping out your documents if your air-bill is from DHL. If you should have any questions regarding your FedEx shipment, please call FedEx Customer Care at: 1-800-463-3339. UPS can be reached at 1-800-742-5877.

6. **Charge-backs:** If you believe you are a victim of fraud or if you are having trouble with your order, please email: info@texasapostilleservice.com You can also contact our Customer Service department at 1-512-730-0535. Our customer service department is open Monday – Friday from 8am to 6pm to answer your questions. You can also complete our [order status](#) or our [billing inquiry](#) form and one of our agents will contact you within one business day or less. If you do contact your credit card company to initiate a charge-back, please note that we will submit all documentation to the merchant processor/bank including a copy of your order form, credit card authorization form, translation request form, copy of all of your documents, copy of the apostille or state certificates, the FedEx/UPS delivery confirmation, all e-mail communications, and any other documents we deem necessary in order to justify the charge. Furthermore, your case will be handed to our corporate attorney for review.

7. **Bounced Checks** – If your check bounces, you agree to pay a penalty fee of \$45 for each check.

8. **Processing of Documents:** Please mail in the documents you want us to process. Do not mail in documents you don't want us to process. We are unable to obtain originals or certified copies and can only process what you mail in. Please mail in the originals issued by the County, Court, State, or US

Federal Government. Do not mail in xerox copies of your documents. If for some reason we are unable to process your documents, we will contact you with instructions.

9. **Fraud:** Do not attempt to defraud us. If we suspect we are victim of fraud, we will void your documents with the Secretary of State, the US Department of State in Washington, DC, and report the fraud to the local Consulate or Embassy office. We will also report the fraud to the FBI, the Department of Justice from the State your documents originate from, and the local police department near you. Another words, we will invalidate your apostille and report it to the Country that requested it. Furthermore, your case will be handed to our corporate attorney for review and we will seek damages in State or Federal court.

10. **Cancellations:** There is no refund or cancellations once we receive your order. If you decide to cancel before your order is delivered to our office, please contact the shipping company and request that your documents be rerouted back to you. We cannot cancel orders we have not received. You are responsible to pay for every order that you mail in for processing. Also, orders we are unable to process will be returned by regular USPS first class mail. You can also provide us a prepaid and pre-printed UPS/FedEx airbill and we will drop off your documents at the shipping center.

11. **Apostille Fees:** The cost to apostille your documents is listed on <https://texasapostilleservice.com> **Incorrect Certification/Apostille by the State:** Apostille and State certificates are attached by the State office (Secretary of State). If the State makes an error and attaches a certificate instead of an apostille or vice-versa or if the state makes an error, you agree to mail back your documents to our office for correction at your expense. There are no refunds or credits issued for this error. We will correct the mistake with the State at our expense and return the documents back to you by FedEx/UPS at no additional cost. You will be responsible to ship the documents back to our office at your expense.

12. **Estimated Processing Time:** Our processing time is estimated and is not guaranteed. We cannot be held responsible if the State, US Federal Government, Embassy, Consulate or the shipping company takes longer to process or ship your documents than we estimated nor will we issue a discount or refund. Once your order is complete, it will be dropped off at the local FedEx/UPS shipping center for overnight deliver to most addresses within the United States. Note: The amount of time needed to process your documents is listed under the number of business days on our <https://texasapostilleservice.com> . Please note that this number is a good faith estimate and may change depending on the volume of work received at our offices and the resources available at the Secretary of State's offices. The number of business days does not take into consideration the FedEx/UPS shipping to and from the State and the FedEx/UPS shipping back to your return address. **We recommend that you do not book any appointments or make any reservations until your documents are complete and delivered back to your return address.**

13. **Oversized documents:** Please contact us if your documents are larger than 8.5 x 14 and or weigh more than 0.50lb. Please note that all documents returned to you that are larger than 8.5 x 14 will be folded in order to fit the FedEx/UPS legal size envelope. This includes diplomas larger than 8.5 x 11.5 Documents heavier than 0.50lb may incur additional return shipping fees.

14. **Diplomas:** All diplomas larger than 8.5 x 11 will be folded in order to fit the FedEx/UPS return priority envelope. Please, do not mail in the glass frame or the leatherette cover that your diploma is placed in by the High School, College or University. Do not mail in a laminated diploma. Please note that your diploma will be folded, stapled, stamped, and handled by several people. We recommend that you contact the school and order a fresh new copy so you can display on your wall. Your diploma will need to be notarized by the school's registrar before you mail it in for processing.

15. **Order of documents:** Please staple your documents together before you ship them to our office. If your documents arrive unstapled, they will be

stapled together before they are processed. The Secretary of State will not accept unstapled documents.

16. **Money Back Guarantee:** If we are unable to obtain an apostille for your document(s), we will refund you 100%. Please note that if your documents are rejected because of improper notarization, you agree to pay us \$65 non-refundable fee for each State/County office. *Note: Documents improperly notarized and returned by the State/County office are assessed a \$65 non-refundable fee. We will do our best to check your documents with the State/County before we process them. If your documents require notarization, please be sure to find an experienced notary public with a minimum of 5 years of service and one who will follow the notarial laws of their State. If the notary makes a mistake, your documents will be rejected by the State/County and you will have to start over costing you time and money. We recommend that you find a notary who is a member of the National Notary Association and one who will follow the notarial laws of their State.

17. **Lost Documents:** You agree to hold us harmless for documents which are lost beyond our control. We only have control when documents are in our physical possession. Documents in the possession of an affiliate, virtual office, shipping company (UPS, FedEx, DHL, USPS, etc...), Secretary of State's office, US Federal Government office, Embassy office, and/or Consulate office is beyond our control and we cannot be held responsible if they lose, damage, keep, alter or destroy your documents. We recommend that you have a second set of each original or certified copy in case there is an issue with the first set.

18. **Missing Documents:** If you have been charged for the service and your documents have gone missing from the Secretary of State's office or with UPS/FedEx, you agree to allow us 21 calendar days to locate your documents after we have discovered they are missing. If after 21 calendar days we are unable to locate your documents, we will issue you a full refund. 99% percent of the time, missing documents are returned within two weeks. This refund does not apply to documents that are marked as delivered to the return address listed on the order forms you complete (Your return address).

19. **Improper notarization:** Documents improperly notarized and returned by the State are assessed a \$125 non-refundable fee. We will do our best to check your documents with the State before we process them. If your documents require notarization, please be sure to find an experienced notary public with a minimum of 5 years of service. If the notary makes a mistake, your documents will be rejected by the State and you will have to start over costing you time and money. We recommend that you find a notary who is a member of the National Notary Association and one who will follow the State's notarial laws.

20. **Jurisdiction:** The jurisdiction of any and all lawsuits filed against Texas Apostille Service is in Austin TX.

21. **Independent Contractors:** We reserve the right to hire independent contractors and third parties to assist us in our day-to-day operations.

22. **Company Holiday's Observed:** Our offices are closed on New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Black Friday (Day after Thanksgiving), Christmas Eve, and Christmas Day.