

## **TERMS AND CONDITIONS FOR USE OF THE ELECTRONIC FILING SERVICE**

### **DISTRICT OF COLUMBIA COURT OF APPEALS**

**PLEASE READ CAREFULLY BECAUSE BY CLICKING THE ACCEPT BUTTON AT THE BOTTOM OF THIS PAGE YOU ACCEPT ALL OF THE TERMS AND CONDITIONS LISTED HEREIN, OR AS AMENDED**

#### **Terms of Use**

To register for an account with the District of Columbia Court of Appeals Electronic Filing (e-filing) system, you must accept the terms and conditions of use listed below. This serves as your agreement with the District of Columbia Court of Appeals (Court) for the purpose of electronically filing case documents using the e-filing system. This agreement remains in effect as long as you are enrolled as an active e-filing User with an assigned login identification (User ID) and password. Failure to accept these terms and conditions will result in denial of access to the Court's e-filing system.

#### **A. Obligations of User:**

##### **1. By signing up for e-filing, the User agrees to:**

a. Be bound by the following Technical Standards Governing E-filing:

1. Use of recent web browser versions of Chrome, Internet Explorer 11, or Firefox.
2. Screen Resolution set to a minimum 1024(w) x 768(h) for proper viewing in application.

3. Scanning should be set to black and white, and at a 300 DPI resolution. The resolution should not exceed 300 DPI because the file will be too large for viewing.
  4. Multiple documents may be uploaded in one e-filing but a single document should not exceed 60 MB. The e-filing system supports the following file types: PDF, RTF, TIFF, DOC and DOCX. All non-PDF documents will be converted by the e-filing system and all documents will be electronically stamped with a date and time watermark at the time of submission to the e-filing system.
- b. Be bound by and follow the requirements for filing and transmission of documents as set forth in applicable administrative orders and Court rules.
  - c. Provide accurate and complete information during the account registration process.
  - d. An attorney shall promptly notify the Public Office of the Court in writing of any status change of a member's standing with the District of Columbia Bar.

**2. Once the User has registered for e-filing and has been accepted as an authorized user, the user agrees to:**

- a. Keep all registration information current, including any email address changes. Users are assumed to have received documents e-filed to the address listed in the system; therefore, any failure to receive documents because the service information is not current is attributable to the User.

- b. Except as permitted by the Court's rules and administrative orders, file all documents with this Court electronically, accept electronic service from other participants, and accept electronic service of all orders and notices from this Court.
- c. Use the e-filing system only for legitimate case-related purposes. Any improper use may subject the User to sanctions including the imposition of civil liability, criminal prosecution, referral to Disciplinary Counsel, or a combination thereof.
- d. Be responsible for the security and use of the User's ID and password. Any e-filing or other interaction with the e-filing system using a User ID and password shall be deemed to be made by that User or with that User's express authorization.
- e. Immediately notify the Public Office of the Court of any breach of the user's security, including any use of a User ID and password by an individual not expressly authorized to do so by the User.
- f. Immediately notify the Public Office of the Court in writing to terminate the use of your filing User ID and password or if the User's system has been compromised.

### **3. Filing Documents – It is the User's responsibility to:**

- a. Ensure that the document is complete and properly formatted before submission to the e-filing system.
- b. Ensure that the document and certificate of service are signed as required by the applicable Court rules and administrative orders.

- c. Ensure that the document is in PDF, RTF, TIFF, DOC or DOCX format, or in any other format authorized by Court rule or administrative order.
- d. Ensure that the document has been screened for viruses and malware and is free of all viruses and malware prior to submission.
- e. If the User is e-filing a document that is under seal or accompanied by a motion to seal, the User shall, in the comment box for the document, include the notation “this document should be SEALED”.
- f. If the document is ex parte, e.g., the filing of an *Anders* brief, the document shall be filed by paper copy in the Public Office of the Court and not e-filed.

**B. Operative Terms:**

1. User – the individual who has registered to use the e-filing system. If the User is an attorney, registration is by bar number and the User will be able to access the electronic filing system in all non-sealed cases. The User attorney will be able to e-file in all non-sealed cases and in sealed cases where the User attorney is listed as counsel. If the User is not an attorney, the User will be able to file and have access to the electronic system only in cases where the User is listed as a party.
2. Filed – If a document is accepted for filing, it is deemed filed at the time the document was submitted to the e-filing system. The system will generate a confirmation email upon receipt of the document. When the Court accepts the document for filing, the date and time of filing entered in the docket will relate back to the date and time the document was received by the e-filing system.

3. Electronic Service – the use of the e-filing system to serve other attorneys and persons who are participating in e-filing with pleadings and papers filed with this Court and to receive any order or notices from the Court.

**C. Miscellaneous provisions:**

1. User acquires no ownership or intellectual property interest in the system, its content or related materials, including but not limited to User ID or password; user profile information; user interface design, format, or content; titles or terminology; logos or other artwork; and training materials and documentation. User agrees that all such intellectual property is the sole property of the D.C. Court of Appeals or the vendor selected to develop the e-filing system, and that no such content may be reproduced without permission.
2. User is prohibited from developing, producing, or disseminating any product based upon the Court's e-filing system without written permission from the Clerk of the Court.
3. User may not use any software that collects, intercepts, or otherwise mines information or content from the e-filing system.
4. Maintenance:
  - a. The Court will provide prior notice of scheduled maintenance on both the e-filing log-in page and the Court's webpage.
  - b. The Court will post notice of unscheduled maintenance and outages as soon as possible.
  - c. The Court reserves the right to suspend access to the e-filing system at any time the Court determines that such action is necessary to

prevent fraud or to maintain the security of its e-filing system or computer network.

- d. If the e-filing system is unavailable for a substantial period so as to prevent filing on a specific day, any document filed the next available day will be deemed filed as of the day the e-filing system was unavailable.

**Warranties:**

**The District of Columbia Court of Appeals shall not be liable for the use of information, content, or material accessed using the e-filing system or its contents, nor shall it be liable for any delays in the receipt of messages, because delivery is subject to effective transmission from the service provider network. To the fullest extent allowed by law, the District of Columbia Court of Appeals disclaims all warranties with regard to the e-filing system.**

**April 20, 2016**