

TERMS OF SERVICE AGREEMENT

C-Track E-Filing Application Minnesota Judicial Branch

AGREEMENT BETWEEN USER AND MINNESOTA JUDICIAL BRANCH

The Minnesota Judicial Branch's C-Track E-Filing Application ("E-MACS") is offered for the user's (also referred to as "you" or "your") use conditioned on your acceptance of the terms, conditions, and notices listed herein (collectively the "Agreement"). Your use of E-MACS constitutes your agreement to all such terms, conditions, and notices contained herein.

ACCOUNT REGISTRATION/UPDATES/SHARING OF INFORMATION

ACCOUNT REGISTRATION. Your use of E-MACS requires your registration. You agree to provide accurate and complete registration information. As part of the registration process, you must complete and pass a test about the e-filing process and related Minnesota appellate court rules and procedures.

ACCOUNT UPDATES. You agree to promptly update your E-MACS account if your e-mail address or other registration information changes. It is your responsibility to maintain and diligently monitor your account's e-mail address for notices sent through E-MACS.

SHARING OF ACCOUNT INFORMATION. You are responsible for safeguarding your account information, including your login and password. You agree not to share your E-MACS login and password with other individuals, other than authorized support staff, for the purpose of e-filing and/or e-service. Authorized support staff accessing E-MACS using your E-MACS login and password are required to comply with the terms of this Agreement and shall not share your login and password with other individuals.

CONFIDENTIALITY OF ACCOUNT INFORMATION/DOCUMENTS

ACCOUNT INFORMATION. Your E-MACS account information, including but not limited to your identity, username, password, and designated e-mail address, shall be inaccessible to the public, unless otherwise ordered by the court, even if your identity and designated e-mail address are otherwise publicly accessible. Once registered, your name and registered e-mail address will be available to other E-MACS users for the purposes of e-service.

PUBLIC ACCESSIBILITY. Once accepted by the appellate courts, documents e-filed through E-MACS are publicly accessible through the court file to the extent permitted by the Rules of Public Access to Records of the Judicial Branch.

USER ACCESS TO ACCOUNT/DOCUMENTS

ACCESS TO DOCUMENTS. Documents you file electronically, your draft documents, and any documents e-served upon you may be remotely accessible by you from your E-MACS account for a period of time established by the Minnesota Judicial Branch. Minnesota Judicial Branch reserves the right to remove or restrict access to any documents through your E-MACS account at any time for any reason.

ACCESS TO ACCOUNT. Minnesota Judicial Branch reserves the right, in its sole discretion, to close your E-MACS account at any time for any reason. An E-MACS account may be closed for reasons including, but not limited to: professional regulation violations/reasons; violation of applicable court rules; user is no longer authorized to file in the appellate courts; user is a frivolous litigant; pursuant to court order; and improper or unauthorized use of the E-MACS system.

CONSENT TO ELECTRONIC SERVICE

By accepting this Agreement, you consent to electronic service through E-MACS for all appellate court matters. You understand you are responsible for properly serving all necessary parties, participants and agencies on your case, whether through E-MACS or another manner authorized by applicable court rules.

APPELLATE COURT RULES AND POLICIES

You agree to abide by all applicable appellate court rules and policies regarding e-filing, e-service, and the submission of confidential information. You agree to take reasonable steps to prevent the disclosure of confidential information and personal identification information in your submissions filed with the appellate courts. You further agree you are required to redact certain information as required by the applicable court rules prior to e-filing your submission with the court.

Specifically, you agree your submissions to the court will comply with the following Rules of Civil Appellate Procedure:

- **Rule 112.02. Handling of Confidential Portions of the Appellate Record**
Any materials that are filed under seal or in another manner that makes the materials unavailable to the public and that need to be included in an addendum or appendix and shall be filed in a sealed envelope designated as “Filed under Seal pursuant to Order of the Court dated _____” or in substantially similar form that describes the basis for the assertion of confidentiality. Documents filed electronically must be similarly segregated and designated.

- **Rule 112.03. Duty to Maintain Confidentiality**
Every party to an appeal must take reasonable steps to prevent the disclosure of confidential information, both in oral argument and in written submissions filed with the court, except in the manner prescribed in Rule 112.02. The court, on its own initiative or the motion of any party, may impose sanctions for the failure to comply with this rule, including the imposition of the costs of preparing appropriate documents for filing. Such a motion may be brought by a non-party to the appeal who is adversely affected by the failure to comply.

- **132.03 Form of Documents Filed Electronically**
Any documents filed or served electronically shall be in searchable Portable Document Format (PDF), Word, or WordPerfect format. Addendum materials that cannot readily be rendered in searchable form may be in non-searchable PDF format.

FEES/RESPONSIBILITY FOR FEES

FEES. In addition to required filing fees and other court fees payable to the court, an explanation of which may be found at www.mncourts.gov, you may be charged fees and charges for the use of credit or debit cards with E-MACS.

Fees charged for the use of E-MACS, including but not limited to convenience fees, are subject to change by the Minnesota Judicial Branch or U.S. Bank at any time.

CREDIT/DEBIT CARDS. You will pay the fees, charges and other amounts for your use of credit or debit card with E-MACS, as applicable. Visa, MasterCard and Discover Card may impose fees, charges and other amounts, which you agree to pay. American Express is not accepted for payment. When paying the fees, charges or other amounts by credit or debit card, you will be redirected to a separate online payment application, and prompted to enter your credit or debit card and payment information in a separate online window.

RESPONSIBILITY FOR FEES. You are ultimately and fully responsible for the payment of all fees, charges and other amounts, including, without limitation, any required filing fees, other court fees, and convenience fees, whether you are incurring such fees, charges or amounts on your own account or on behalf of your client.

MODIFICATION OF THESE TERMS OF USE

Minnesota Judicial Branch reserves the right to change the terms, conditions, and notices under which E-MACS is offered at any time, including but not limited to the charges and fees associated with the use of E-MACS.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of E-MACS, you warrant to Minnesota Judicial Branch that you will not use E-MACS for any purpose that is unlawful or prohibited by these terms, conditions, and notices, or by order of the court. You agree you will use E-MACS only for legitimate, authorized purposes associated with e-filing and e-service on pending cases and processing appeals under the Minnesota Rules of Civil Appellate Procedure. You will not use E-MACS in any manner that could damage, disable, overburden, or impair E-MACS, or interfere with any other party's use of E-MACS. You will not use E-MACS to obtain or attempt to obtain any materials, information, data or documents through any means not intentionally made available or provided for through E-MACS. If using your E-MACS account to submit filings to the court, you agree to only submit filings from this account in cases where you are an attorney of record on the case, a party on the case, or a participant on the case. Your account may be used only on cases where you are authorized to appear or participate. E-MACS and your account may only be used for filings to the court as permitted under Rule 125 of the Rules of Civil Appellate Procedure or as authorized by court order.

TERMINATION/ACCESS RESTRICTION

Minnesota Judicial Branch reserves the right, in its sole discretion, to terminate your access to E-MACS and the related services or any portion thereof at any time, without notice.

LIABILITY DISCLAIMER

CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. MINNESOTA JUDICIAL BRANCH MAY MAKE IMPROVEMENTS AND/OR CHANGES TO E-MACS AT ANY TIME. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MINNESOTA JUDICIAL BRANCH BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF E-MACS, WITH THE DELAY OR INABILITY TO USE E-MACS OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SERVICES AND RELATED DOCUMENTS OBTAINED THROUGH E-MACS, OR OTHERWISE ARISING OUT OF THE USE OF E-MACS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MINNESOTA JUDICIAL BRANCH HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF E-MACS, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING E-MACS. SERVICE CONTACT: EMACS@courts.state.mn.us.

GENERAL

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Minnesota, United States of America and you hereby consent to the exclusive jurisdiction and venue of courts in the State of Minnesota, United States of America in all disputes arising out of or relating to the use of E-MACS. Use of E-MACS is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. Minnesota Judicial Branch's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Minnesota Judicial Branch's right to comply with governmental, court and law enforcement requests or requirements relating to your use of E-MACS or information provided to or gathered by Minnesota Judicial Branch with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Minnesota Judicial Branch with respect to E-MACS and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Minnesota Judicial Branch with respect to E-MACS. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.