



# VIRGINIA JUDICIARY E-FILING SYSTEM

## TERMS AND CONDITIONS OF USE (END USER LICENSE AGREEMENT)

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By accessing and using the Virginia Judiciary E-Filing System (“VJEFS”), you are agreeing to comply with the following VJEFS Terms and Conditions of Use (“Terms”), which shall be referred to collectively as the End User Licensing Agreement, or “EULA”.

**This is a legal agreement between the Office of the Executive Secretary of the Supreme Court of Virginia (“OES” or “Owner”) and you, and no other third party or its subsidiaries are a party to this EULA. This EULA and [VJEFS Privacy Policy](#), which is incorporated herein by reference, govern your access to and use of the VJEFS.**

### **1. Representation and Warranties**

If you access or use the VJEFS on behalf of another person or legal entity, you represent and warrant that you have the authority to use the VJEFS subject to the Terms of this EULA. If you do not accept this EULA in its entirety, then you may not access or use the VJEFS, and any use of the VJEFS by you will be considered a violation of OES’s intellectual property rights and may additionally subject you to civil or criminal penalties.

### **2. Modification of Terms**

OES may unilaterally modify the Terms of this EULA. OES reserves the right to discontinue the VJEFS, or to change the content or formatting of the VJEFS at any time without prior notice, and to require the immediate termination of any specific use of the VJEFS. OES will post any changes to this EULA on the VJEFS website. By accessing and using the VJEFS, you are accepting and agreeing to the Terms then in effect; it is your responsibility to check for updates to the EULA before use. OES shall not be liable to you or to any third party for taking any of these actions and will not be limited to the remedies below if you violate this EULA.

### **3. Restrictions and Limitations on Use and Content**

Not all case types are or will be supported by the VJEFS. There may be certain case types that require a physical filing at a courthouse due to confidentiality, complexity issues, or other circumstances.

In addition, you agree to complete all training necessary to understand and use the VJEFS, including any VJEFS training required by OES.

### **4. General Terms**

#### **4.1 Compliance with Court Rules and the Code of Virginia**

It is your responsibility to ensure compliance with all applicable statutes, rules, and policies, including but not limited to the [Rules of the Supreme Court of Virginia](#), as well as any rules that may apply to any specific circuit court.

**4.2 Proprietary Rights**

You acknowledge that the VJEFS is protected by one or more copyrights pursuant to U.S. copyright laws and by other intellectual property laws. You agree to comply with all copyright notices, trademark notices, ownership information or restrictions contained in any non-public content on the VJEFS.

You further acknowledge that all rights, titles, and interests in the VJEFS shall remain with OES or its subcontractors(s) and agree that you will not violate such proprietary rights. Any violation will result in the termination of your access to the VJEFS, deactivation of your account, and possible legal action or other legal remedies.

**4.3 Software and Hardware Requirements**

Please be aware that, in order to use the VJEFS, your equipment must meet or exceed the following software and hardware requirements:

1. A computer operating on Windows XP (or higher) or MAC with Internet access.
2. Internet browser software such as Microsoft Internet Explorer®, Firefox®, or Chrome®.

	Supported Versions of Internet Browsers (Numbers denote version numbers of the browser).			
Operating Systems (OS)	Chrome	Firefox	Internet Explorer	Safari
XP	33	28.0	Not supported	Not supported
Vista	33	28.0	9 or higher	Not supported
Windows 7	33	28.0	9 or higher	Not supported

3. Compatibility View for Internet Explorer should not be turned on.
4. Adobe Reader® or equivalent software to view Portable Document Format (PDF) documents (PDF reader software is free and downloadable from various websites).
5. The correct security settings, on the computer, that allow it to accept cookies from the VJEFS.

In addition to the above, the following are also required in order to file documents:

- Software to convert documents from a word processor format to PDF. There are several PDF writer/conversion programs available on the Internet, as well as existing functionality within many newer word processing programs.
- Access to a scanner to create images of non-computerized documents, such as exhibits.

**4.4 Software and Hardware Requirements***4.4.1 Software and Hardware Maintenance*

You are also responsible for ensuring that your equipment is suitable for connecting to the VJEFS and that it has the minimum system and software requirements to use and operate the VJEFS. In addition, you are responsible for access and connectivity to the Internet, your relationship with your Internet Service Provider (ISP) and any telephone or other connection and all service fees associated with such access.

**4.5 No Warranty by OES**

Every effort is made to provide accurate and current information through the VJEFS. However, due to updating cycles and resources, you may encounter some inaccurate or outdated information. OES makes no warranties regarding the availability of the VJEFS or the accuracy, reliability, or content of the information provided. OES disclaims any responsibility or liability for errors, omissions, and the accuracy of any information. VJEFS users have the responsibility to verify the accuracy, timeliness, and completeness of the information.

Due to the complex nature of the Internet, OES does not warrant that access to the VJEFS or the operation or performance of the system will be uninterrupted or error-free. THE VJEFS IS SUBJECT TO LIMITATIONS, DELAYS, AND PROBLEMS INHERENT WITH THE INTERNET. OES shall use reasonable efforts to correct or cure any such reproducible and documented material defects.

You expressly understand and agree that, to the maximum extent permitted by applicable law, the site, services, and materials are provided by OES on an “as is” basis without warranty of any kind, including express, implied, statutory, or fitness for a particular purpose. By accessing and using the system, you accept all risks of loss or damage resulting from your access and use of the system.

No advice or information, whether oral or written, obtained by you from OES or through or from use of the services shall create any warranty not expressly stated in the Terms.

**4.6 Limitation of Liability**

You acknowledge that in no event shall OES, its agents, directors, employees, partners, or suppliers be liable to you or any third party for any direct, special, incidental, indirect, consequential, or punitive damages, including those resulting from loss of use, data or profits, whether or not foreseeable, or if OES has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with your use of or access to the site, services or materials.

**4.7 Definitions***4.7.1 Authorizing Party*

The Authorizing Party of an organization is an individual with the authority to make management decisions for the organization.

#### *4.7.2 Organizations*

Organizations may be law firms (including solo practices), government agencies, or private entities. The local circuit court clerk's office will determine whether organizations meet the criteria for participation in the VJEFS.

#### *4.7.3 Users*

##### *4.7.3.1 Administrators*

An administrator is the person designated to act on behalf of the organization for the purposes of adding, deleting, and managing other users within the organization. Administrators have a variety of roles that assist in the maintenance of their organization's VJEFS account, which include, but are not limited to:

- Editing organization contact information;
- Registering and deleting users;
- Adding or removing administrative privileges;
- Managing and editing links and users;
- Resetting user passwords; and
- Viewing and printing reports.

**YOU SHOULD CAREFULLY CONSIDER WHOM TO DESIGNATE AS YOUR ORGANIZATION'S VJEFS ADMINISTRATOR(S).**

Administrator access may be combined with user access (attorney or staff). While such combinations are not required, they are recommended. Additionally, it is strongly recommended that your organization appoint a second person who can serve as a backup administrator.

Once trained, administrators will be expected to maintain their organization's account with minimal oversight.

##### *4.7.3.2 Attorneys*

An attorney user must be an active member of the Virginia State Bar and part of a registered organization. An attorney may file documents for his or her cases using the VJEFS.

##### *4.7.3.3 Staff*

A staff user is any non-attorney staff person, e.g., paralegal, who is part of a registered organization. Each staff member must be associated with at least one attorney in the VJEFS. A registered VJEFS staff user can file documents for his or her associated attorney(s) using the VJEFS.

#### **4.8 License for Use**

OES has developed the VJEFS for the filing of select cases in the circuit courts of the Commonwealth of Virginia. Users will have registered personal accounts to access the VJEFS and its contents. Upon registration, users will have a non-exclusive, nontransferable right to access and use the VJEFS subject to the Terms of this EULA.

#### **4.9 User Conduct**

By using the VJEFS, you represent and warrant that:

- You are using your actual identity;
- You have provided only true, accurate, current and complete information; and
- You will maintain and promptly update the information that you provide to ensure it remains true, accurate, current, and complete.

You agree **NOT** to use, or to encourage or permit others to use, the VJEFS to:

- Make available any material that the user does not have a right to make available under any law or contractual or fiduciary relationship;
- Make available any material that infringes any intellectual property right or other proprietary right of any party;
- Make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- Damage, disable, overburden or impair any OES server or the networks connected to any provider server;
- Interfere with or disrupt the VJEFS or violate any applicable laws related to the access to or use of the VJEFS, violate any requirements, procedures, policies or regulations of networks connected to the VJEFS, or engage in any activity prohibited by the Terms;
- Access or attempt to access any material that is not authorized to be accessed or made available through the VJEFS; or
- Gather or mine data using robots or similar data-gathering or extraction methods in connection with the VJEFS or its contents.

The VJEFS shall not be used in a manner contrary to or in violation of any applicable federal, state, or local law, rule, or regulation, including without limitation, the Fair Credit Reporting Act (15 U.S.C.A.1681 et seq.).

If any of these terms are violated, then OES has the right to terminate your use of the VJEFS, and you may be subjected to criminal or civil penalties.

No portion of the VJEFS source code, layout, or structure may be reproduced, transmitted, or shared in any way without express written permission from OES.

##### *4.9.1 Information Usage*

The information accessed through the VJEFS shall be for your organization's use in handling cases before the circuit court. While you may share the results of individual record(s) and searches with clients or customers, you may not provide a third party (including your clients or customers) any right of access to the VJEFS.

#### *4.9.2 Information Accuracy*

The VJEFS will obtain attorney contact information from the Virginia State Bar (VSB). Attorneys are strongly encouraged to check their contact information and to make any updates before completing the registration process.

All users are solely responsible for the accuracy of any and all information provided to the VJEFS in connection with the electronic transmission or delivery of any document.

#### *4.9.3 Case Status*

You are solely responsible for the filing of any document submitted to a court via the VJEFS. It is your responsibility to confirm that documents submitted have been accepted by the clerk of court.

In addition, you are responsible for tracking and calculating any case filing deadlines.

**YOU ARE SOLELY RESPONSIBLE FOR MONITORING THE CASE STATUS ON THE VJEFS. FURTHERMORE, IT IS SOLELY YOUR RESPONSIBILITY TO DETERMINE IF A DOCUMENT MUST BE SERVED AS OPPOSED TO SIMPLY FILED.**

### **4.10 Termination of Access**

OES may, without notice and for any lawful reason, immediately terminate your access to the VJEFS.

### **4.11 Billing**

You agree to pay all charges associated with the use of the VJEFS. Charges include court fees, such as filing fees, transaction fees, payment card processing fees, and other fees prescribed by law. There is no charge to register for and maintain a VJEFS account. Credit cards will be used to pay for all incurred charges.

The VJEFS does not process credit card information, and accepts no liability or responsibility for any credit card processing issue. All credit cards are processed through a third-party vendor, which may have its own set of Terms and Conditions.

Payment is processed when the clerk accepts the case, not when the user submits it. A payment receipt is not available until the clerk accepts the filing.

### **4.12 System Availability**

During the pilot, the VJEFS is expected to be available on a more limited basis during hours to be specified by the participating court(s). There may be brief periods of downtime to allow for data backups. There will also be planned downtime to allow for scheduled system maintenance. Every effort will be made to provide advance notice of planned system downtime.

Unexpected issues may occur and the system may be unavailable without notice. Every effort will be made to minimize any unplanned downtime.

**4.13 Security***4.13.1 User Name and Password Formats*

Each user will be assigned a User Name and password for the VJEFS. Each attorney's User Name will be his or her Virginia State Bar number, while all other users (including staff and administrators) will either create their own User Name or have a User Name assigned to them by their organization's administrator.

*4.13.2 Password Security*

You agree to use due diligence to protect your own password, as well as those to which you may have access. Under no circumstances will you share or allow another person to log in to your account.

You agree that you are solely responsible for all activities that occur under your User Name and password. You should immediately notify your administrator of any actual or suspected unauthorized use of your account and request that your password be changed. In addition, when generating your security answers (for a forgotten password) use personal, yet memorable answers. This information should not be data that is publically available or easily guessed by potential hackers.

**5. VJEFS Privacy Policy**

The VJEFS Privacy Policy can be found at:

<http://www.courts.state.va.us/online/vjefs/privacypolicy.pdf>

The VJEFS Privacy Policy is incorporated as part of this EULA.

**6. Disclaimer**

OES shall not be liable for your use of the information, content, or material accessed using the VJEFS or its contents, nor shall it be liable for any delays in the receipt of any messages as delivery is subject to effective transmission from your service provider network. To the fullest extent allowed by law, OES disclaims all warranties with regard to the VJEFS.

**BY USING THE VJEFS, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE VJEFS PRIVACY POLICY, THIS EULA, RULE 1:17 OF THE RULES OF THE SUPREME COURT OF VIRGINIA, AND ACCEPT ALL OF THE TERMS.**