

TERMS AND CONDITIONS OF ACCESS TO AND PARTICIPATION IN NEW JERSEY JUDICIARY ELECTRONIC APPLICATIONS

For the purposes of Agreement, the term “application” includes the Judiciary Electronic Filing and Imaging System (JEFIS), eCourts, Appellate eFiling (NJ eDATA), Supreme Court eFiling, and the Electronic Access Program (EAP) or other systems as designated by the Judiciary.

TERM/TERMINATION

Participation in New Jersey Judiciary Electronic User Applications begins immediately upon the completion of online registration and the designation of the user ID and initial password.

Where applicable, registration constitutes the user’s request for, and consent to, electronic service of court-generated documents and documents filed electronically by other parties for cases that are initiated electronically.

The Judiciary may terminate this participation agreement by giving written notice to all parties. The effective date of the termination shall be seven (7) days after the other party’s receipt of the notice of termination, unless participation is terminated as described below or unless a Court Rule, Administrative Directive, or other authority indicates otherwise.

Once a participant is enrolled in an application, he or she cannot terminate participation in that application unless under the circumstances described in this Participation Agreement.

Violation of the restrictions on proprietary rights contained in this Participation Agreement will result in termination of participation.

By participating in Judiciary applications, the user agrees to be bound by all Court Rules, Administrative Directives, policies and practices relating to the transmittal, reviewing, altering, sharing, and dissemination of records, including confidential and sealed images and data.

A participating attorney must notify the Clerk(s) of the appropriate Court(s) immediately when he or she ceases to practice New Jersey law. Misuse of the system may result in the referral of an attorney participant to the Office of Attorney Ethics for appropriate action.

LIMITED ACCESS

The participant’s access shall be limited to those specific applications to which access has been granted. The participant will not use any application to obtain or attempt to obtain access to court records or files that are inaccessible to the public pursuant to court rule or the access rules of the application. Upon any such use or attempted use, the Judiciary may immediately suspend access to the application on security grounds without prior notice to the participant.

Upon the use or attempted use of a participant’s logon identification or password by unauthorized person(s) or for unauthorized purpose(s), the Judiciary may immediately suspend access without prior notice to the participant.

SECURITY PROCEDURES

If a participant believes that any of its assigned logon identifications or passwords are being used by someone other than the participant or the participant's authorized employee or agent, the participant shall notify the Judiciary immediately.

AVAILABILITY

Access is subject to limited periods of unavailability caused by preventive or remedial maintenance, security measures against intrusions, or the capacity of the host system.

UNINTERRUPTED ACCESS IS NOT GUARANTEED AND TIME PERIODS OF ACCESSIBILITY MAY VARY. The Judiciary will notify users of anticipated or known outages, if possible.

The Judiciary reserves the right to temporarily suspend a participant's access in the event the capacity of any host computer system is determined by the Judiciary to be, or is likely to become, insufficient to meet the computer needs of the Judiciary while providing electronic access to participants.

The Judiciary reserves the right to suspend access if the Judiciary determines that the participant's computer system poses a security threat to the Judiciary's applications.

PARTICIPANT OBLIGATIONS

Compliance with Court Rules. Participants shall conform to Rules adopted by the Supreme Court or Relaxation and Supplementation Orders entered by the Supreme Court to accomplish electronic filing or electronic access to the court records.

Redaction of Confidential Personal Identifiers. Participants shall ensure that protected and confidential information from the data and images submitted to the Judiciary are properly redacted according to Rule 1:38, excluding sealed cases or confidential documents submitted separately under seal.

Electronic Records Management.

Participants shall comply with the electronic signature requirements of Rule 1:32-2A and with all other applicable court rules, statutes, directives, or standards for electronic court records. Once data or document images have been submitted to the Clerk, no alterations or deletions may be made except upon order of the Court for good cause.

Maintaining Current Contact Information. Participants shall be responsible for immediately notifying the Judiciary of any change to their current contact information by making updates on the Judiciary website, if applicable, or by other approved means.

Access and Use; Modification of Access.

Each application may have different operating requirements. Participants are responsible to consult the operating requirements for each application to which they have been granted access.

Participants shall be responsible for all access to Judiciary electronic filing applications and use thereof by the participants' personnel or by means of the participants' equipment, logon identification and passwords.

Attorney participants shall be personally responsible for the use of their logon identification and password. This means that any electronically filed document associated with the logon identification and password issued to the attorney and containing the attorney's typed name or facsimile signature, will be conclusively presumed to have been read and authorized by that attorney.

Participants must make a written request to the Judiciary to modify their access to the application. The requesting party will be notified once the request has been completed.

MODIFICATION OF SECURITY PROCEDURES OR APPLICATION CONTENT

The Judiciary may change its security procedures upon written notice to the participants, if possible. The Judiciary reserves the right to add to, modify or delete the content of the computer applications without notice to the participants.

PROTECTION OF PROPRIETARY RIGHTS

Ownership of Intellectual Property. The Judiciary is the owner of all electronic applications used and/or developed by the Judiciary. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the applications, and all information contained in documentation pertaining to the applications, including but not limited to manuals and security procedures, are proprietary to the Judiciary.

Ownership of Judiciary Databases. The Judiciary is the owner of the Judiciary databases and all components thereof. All specifications and information pertaining to the Judiciary databases and their structure, sequence and organization are proprietary to the Judiciary.

Restrictions on Duplication, Disclosure and Use.

Participants will not reverse engineer or otherwise attempt to discern the source code of the application or use or disclose any information proprietary to the Judiciary in any way or for any purpose not specifically and expressly authorized. As used herein, "proprietary to the Judiciary" means any information possessed by the Judiciary which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Proprietary to the Judiciary" does not, however, include information which was known to the participant prior to the participant's receipt thereof, either directly or indirectly, from the Judiciary, information which is independently developed by the participant without reference to or use of information

received from the Judiciary or information which would not qualify as restricted under New Jersey law.

The Judiciary's electronic applications were not developed to support screen-scraping or screen-capture of data. A participant who intends to screen-scrape data using the Judiciary's applications does so at his or her own risk. The Judiciary provides this information as a public service and makes no warranties, either express or implied, regarding accuracy, reliability, currency, completeness, or suitability for any particular purpose. The Judiciary assumes no liability for the misinterpretation or improper or illegal use of this information.

It will not be a violation of this section for the participant:

- (i) to make copies of instructional or reference material solely for its own use; or
- (ii) to copy or disclose any trial court records or files that are accessible to the public pursuant to the access rules set forth herein or in the instructional or reference materials.

The participant will take all steps reasonably necessary to protect the Judiciary's rights for restricted usage and the participant will advise its employees who are provided access to the application of the restrictions upon duplication, disclosure and use.

I confirm that I have read, understood, and agree to abide by the terms of the user agreement above.

For questions concerning the registration process or for technical problems, contact the Help Desk of the application(s) to which you have been granted access.