

## Oregon Judicial Case Information Network Terms of Use

1. These Oregon Judicial Case Information Network Terms of Use (TOU) govern Your use of the Appellate Case Management System (ACMS) and the Oregon eCourt Case Information system (OEI) (collectively OJCIN). The OJCIN TOU form a contract between You and the Oregon Judicial Department (OJD), and You should read the OJCIN TOU carefully. These OJCIN TOU are effective upon signing.
2. By signing this agreement, You agree to these OJCIN TOU. You further agree that the OJCIN TOU form a legally binding contract between You and OJD. Further, this contract constitutes a writing signed by You under any applicable law or regulation. If You are an organization, You agree this contract will govern the use of OJCIN by Your officials, officers and employees.
3. OJD does not solely operate OJCIN. A vendor operating any portion of OJCIN may have its own terms of use and privacy policies, which You will also need to read and accept if you will use that portion of OJCIN.
4. These OJCIN TOU constitute the entire agreement between You and OJD and replace all prior and contemporaneous agreements and communications with respect to access and use of OJCIN, including (i) Agreements for Access to Limited, Confidential, and Other Protected Case Information in OJCIN (Restricted Access Agreements). However, if You have an existing Individual User Agreement and Authorization (Attachment 1 to the Restricted Access Agreements), that Individual User Agreement and Authorization remains in effect and is incorporated into these OJCIN TOU by this reference. It is Your responsibility to immediately notify OJD if any information in the Individual User Agreement and Authorization has changed.
5. Unless You have subscribed to OJCIN as a "Data Reseller" (defined in CJO No. 17-048 and restated below), You shall not access or use of OJCIN:
  - As part of your business as a Data Broker (defined in CJO No. 17-048 and restated below);
  - For obtaining data for inclusion in a database that is accessible by third parties; or
  - To provide all or part of the OJD data to third parties who are not the End Users (defined in CJO No. 17-048 and restated below) of the data.

"Data Reseller" means a subscriber who accesses or uses the OJCIN system for purposes of obtaining OJD data to provide all or part of the OJD data: (i) to third parties as part of its business as a Data Broker (defined below); (ii) for inclusion in a database that is accessible by third parties; or (iii) to third parties who are not the End Users (defined below) of the data. "Data Broker" means an individual or entity, other than a title company, whose business is collecting and aggregating personal information and data on individuals and entities, then reselling or licensing such collected or aggregated information and data to third parties. "End User" means the ultimate consumer of the data, who uses the data solely for their own internal purposes and who does not further redistribute the data.

6. It is Your responsibility to ensure compliance with these OJCIN TOU, all statutes, rules, and policies, including but not limited to confidentiality laws, ORS 7.132, the Uniform Trial Court Rules (UTCrs), and the Oregon Rules of Appellate Procedure (ORAPs). You are responsible for checking the Uniform Trial Court Rules and the Oregon Rules of Appellate Procedure for any updates, which may be found at:

<http://www.courts.oregon.gov/programs/utcr/Pages/currentrules.aspx> (UTCrs) and <http://www.courts.oregon.gov/programs/acrs/resources/Pages/current.aspx> (ORAPs).

7. Any failure to make a proper filing or payment to meet any deadline will not be excused, even if caused by an error or malfunction relating to OJCIN, except as provided by court rule or court order. You acknowledge that OJCIN may be unavailable due to regularly scheduled maintenance or unexpected system problems. Oregon case information is available at the courthouse.

8. You agree to pay the service fees associated with the use of OJCIN, if applicable, including but not limited to transaction fees and payment card processing fees. OJD current fee rates are located on the OJD website. Fees are subject to change upon thirty days' prior notice posted on the OJD website. OJD will invoice each month for applicable charges incurred during the previous month. There is no proration for subscriptions of less than a full month. Payment is due upon receipt of invoice.

9. You agree to provide true, accurate, and current information at all times, including in the registration and authorization process, and promptly update Your contact information. If You do not, or if there are reasonable grounds to suspect that You do not, then OJD, or the vendor operating that portion of OJCIN, has the right to terminate Your use of services on OJCIN, in addition to other remedies. Update contact information by contacting [ojcin@ojd.state.or.us](mailto:ojcin@ojd.state.or.us) or 1-800-858-9658.

10. You are responsible for proper use and safekeeping of Your username(s) and password(s). You agree that You will not disclose your username(s) and password(s) and that You are solely responsible for all activities that occur under Your username(s) and password(s). You must immediately notify OJD of any actual or suspected unauthorized use of Your username(s) or password(s) at: OJD Help Desk: 503-986-5582 or [ETSDHelp@ojd.state.or.us](mailto:ETSDHelp@ojd.state.or.us).

11. You are required to take all reasonable steps to ensure that Your use of OJCIN does not delay or harm any part of OJCIN.

**12. You agree to access, use, or share confidential information with others (including employees and third parties), only as permitted by law, rule, court order, and contract.** If You access confidential information through OJCIN, You agree to take all reasonable steps to maintain the confidentiality of the information. You must immediately report to OJD all suspected or actual instances of improper access to or disclosure of confidential information, including mistaken access and inadvertent disclosure. OJD may seek and obtain injunctive relief

against improper access to or disclosure of confidential information, in addition to other legal remedies. You understand that improper access to or disclosure of confidential information will give rise to irreparable injury that is inadequately compensable in damages and You agree that this section is necessary for the protection of OJD's legitimate business interests and is reasonable in scope and content. If You receive restricted access through OJCIN, see also Section 21 below.

13. You agree that OJD may collect and use information based on Your use of OJCIN to allow OJD to improve, update, support, and invoice OJCIN use. OJD may audit Your use of OJCIN to investigate any possible violation of these OJCIN TOU.

14. OJD reserves the right to modify or discontinue any services provided on OJCIN and any conditions or terms of use without notice. OJD will make reasonable efforts to try to notify You of substantial changes in the conditions or terms of use. However, You are responsible for checking the OJD website and OJCIN for updates. OJD encourages You to check on a regular basis. You are responsible for reading and understanding those changes. If You do not agree to the changes, then You must stop using OJCIN. Your continued use of OJCIN constitutes acceptance of changes.

15. OJD may, under certain circumstances and without notice, immediately terminate Your access to OJCIN. Cause for such termination includes, but is not limited to: (a) breach of these OJCIN TOU, including, without limitation, non-payment, (b) requests by government entities, including law enforcement, (c) requests by the vendor, (d) discontinuance of services or modifications of OJCIN, (e) technical problems or errors, and (f) extended periods of inactivity.

**16. WARRANTY DISCLAIMER: ALL USE OF OJCIN IS AT YOUR OWN RISK.** You understand and agree that OJCIN and its website, services, information, and data provided are being provided "as-is" without warranty of any kind, whether express or implied, and that they may be subject to delay, deletion, theft, errors or omissions. To the maximum extent permitted by law, OJD disclaims all warranties, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement.

**17. Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, OJD IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROPERTY, LOSS OF DATA, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, COMPROMISED OR IMPAIRED CLAIMS, LOST SAVINGS, LOST FEES, OR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR RELATING IN ANY WAY TO THE USE OF OJCIN, WHETHER BASED ON ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE OR OTHER TORTS. IN NO EVENT WILL OJD'S TOTAL LIABILITY ARISING FROM OR RELATING TO OJCIN EXCEED THE LESSER OF THE TOTAL SUM OF FEES PAYABLE TO OJD

UNDER THESE OJCIN TOU FOR THE 12 MONTHS PRECEDING THE ACTION GIVING RISE TO THE CLAIM, OR THE LIMITS OF THE OREGON CONSTITUTION, ARTICLE XI, § 7 AND THE OREGON TORT CLAIMS ACT (ORS 30.260 ET SEQ).

18. **Indemnities:** SUBJECT TO APPLICABLE CONSTITUTIONAL AND STATUTORY LIMITATIONS AND RESTRICTIONS, YOU SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF OREGON, OJD AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO YOUR ACTS OR OMISSIONS OR THOSE OF YOUR OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THESE OJCIN TERMS OF USE.

19. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to these OJCIN TOU, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any claim, action, suit or proceeding (collectively, "Proceeding") between You and OJD arising from or related to Your use of OJCIN, shall be brought and conducted solely and exclusively within the Circuit Court of the State of Oregon for Marion County; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. YOU HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVE ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. Nothing in these provisions shall be construed as a waiver of OJD's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or jurisdiction based thereon. Any rights not expressly granted in the OJCIN TOU are reserved by OJD.

20. **Miscellaneous:** All rights and obligations under these OJCIN TOU intended by their nature to survive termination of this agreement, such as confidentiality obligations, survive the termination of this agreement. If a court of competent jurisdiction finds any part of these OJCIN TOU are unenforceable, then that part of the OJCIN TOU will be enforced to the maximum extent possible so as to effect the intent of the parties and the validity of the remaining OJCIN TOU shall not be affected. You and OJD are the only parties to these OJCIN TOU and are the only parties entitled to enforce its terms; there are no intended third party beneficiaries of these OJCIN TOU.

21. **Restricted Access Users & Entities:** Certain users may receive restricted access to protected case information to perform official duties, pursuant to ORS 7.132 and OJD policies and procedures. If You are one of these users, then You certify that: (1) You require access to perform Official Duties (defined below) efficiently, (2) You have a written plan for training,

safeguarding and auditing access to protected case information that You will follow, and (3) You have read these OJCIN TOU and agree to comply with them. Whenever You no longer require restricted access or employment is terminated, within seven days You must notify OJD to disable that user account. Upon request by OJD, You shall provide to OJD confirmation of whether You require access, or lists of users requiring access and users no longer requiring access. “Official Duties” include duties related to legal representation, scheduling, docketing, reviewing and verifying entry of orders and judgments, case billing, and collecting judgments, but do not include acquiring or disclosing information where state or federal law protects that information from public inspection.

BY EXECUTION OF THESE OJCIN TERMS OF USE, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THESE OJCIN TOU, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.

By: \_\_\_\_\_  
Printed/typed name

\_\_\_\_\_  
Title Date

Name (Organization/Individual): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_