

These terms and conditions govern your use of the Oklahoma Unified Case Management System (“OUCMS”) eFiling Portal for electronic filing in the District and Appellate Courts of Oklahoma.

Your use of the OUCMS eFiling Portal signifies your unconditional agreement to all the terms and conditions set forth herein by accessing the OUCMS, you are deemed to accept and agree to all of these terms and conditions, including such changes or modifications as may be implemented from time to time.

When you log in to the OUCMS eFiling Portal for the first time, you will be required to acknowledge that you have read and agree to these terms and conditions. You acknowledge that you have read and accept these terms and conditions in their entirety.

If you do not agree with these terms and conditions, do not use the OUCMS eFiling Portal.

A. PHASED IMPLEMENTATION

The OUCMS eFiling Portal is comprised of various web pages operated by the Oklahoma Supreme Court, by and through the Administrative Office of the Courts. The Oklahoma Supreme Court has developed the OUCMS eFiling Portal for the electronic filing of documents in the Oklahoma Supreme Court, the Oklahoma Court of Civil Appeals, the Oklahoma Court of Criminal Appeals and the Oklahoma District Courts (“the Oklahoma Courts”). The implementation of the OUCMS in the district and appellate courts will be a phased implementation. Electronic filing via the OUCMS eFiling Portal will become available in each district and appellate court as the OUCMS is implemented in that court.

B. MODIFICATION OF THESE TERMS OF USE

The Oklahoma Supreme Court reserves the right to change the terms, conditions and notices which govern your use of the OUCMS eFiling Portal. Any such changes or updates are effective immediately unless otherwise noted, and your continued use of the OUCMS eFiling Portal after any change constitutes your acceptance of such change.

C. REGISTRATION

You must be a Registered User to electronically file documents via the OUCMS eFiling Portal. Users shall register in the manner prescribed by the Administrative Office of the Courts, according to the instructions on the OUCMS eFiling Portal website. To be a Registered User, you must have the capability to electronically produce, file and receive documents (“eDocuments”) in compliance with all technical requirements of the OUCMS.

1. **Responsibility for Keeping OUCMS ID and Password Secure:** No Registered User shall authorize or permit anyone to use his or her OUCMS ID or password, except for the purpose of electronically filing an eDocument on behalf of the Registered User, in which event the Registered User shall be deemed to be the Filer.

2. Responsibility for Keeping Information Current: Users shall be responsible for maintaining the accuracy of the information contained on the OUCMS, including changes to their name, mailing address, telephone number and all email addresses.
3. Registration Email Address: During registration, you will be required to provide a primary email address and may provide alternate email addresses. These addresses shall be associated with your user's account and OUCMS will use these addresses for notifications related to eFiling under your user's account regardless of the Designated Case-Specific Email Address on file in a specific case.
4. Revocation: Any Court may revoke your authority to file documents electronically via the OUCMS in a particular case for good cause or as provided by court rule.

See Rule 9, Oklahoma Rules for eFiling in Selected Pilot Courts, 2012 OK 61 .

D. EFILING RULES AND USER MANUALS

You agree to read the Rules for Electronic Filing in the Oklahoma Courts, and all orders technical standards, and user manuals regarding electronic filing in the Oklahoma Courts, all of which can be found on the Supreme Court's website. In addition, you acknowledge that these materials are updated from time to time and you agree to periodically monitor these materials in order to maintain your knowledge of the most current versions.

E. REPRESENTATION TO THE COURT

By use of an electronic signature, you represent that all requirements of the statute or court rule requiring your signature have been satisfied and all duties and obligations imposed by the statute or court rule have been fulfilled. Your electronic signature placed on a document is deemed to constitute a signature on the document for purposes of all signature requirements imposed by Oklahoma court rules and statutes, including, Section 2011 of the Oklahoma Pleading Code, 12 O.S. § 2011, and/or any other applicable law. See Rule 3, Oklahoma Rules for eFiling in Selected Pilot Courts, 2012 OK 61.

F. CONSENT TO ELECTRONIC SERVICE

During the transition to a fully electronic filing system, and until further order or court rule from the Supreme Court, Registered Users may eFile documents through the OUCMS on a case-by-case basis. By eFiling any document via the OUCMS eFiling Portal, including, but not limited to, an Entry of Appearance or other initial pleading, you agree to eFile and electronically serve all documents in that case only, and you agree to accept electronic service of documents delivered to the Designated Case-Specific email address on file in that case, in accordance with 12 O. S. § 2005. See Rule 9(c), Oklahoma Rules for eFiling in Selected Pilot Courts, 2012 OK 61.

G. LINKS TO THIRD PARTY SITES

The OUCMS eFiling Portal may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of the Oklahoma Courts and the Oklahoma Courts are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Oklahoma Courts are not responsible for webcasting or any other form of transmission received from any Linked Site. Any external link provided via the OUCMS eFiling Portal is provided to you only as a convenience, and the inclusion of any link does not imply endorsement by the Oklahoma Courts of the site or any association with its operators.

H. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the OUCMS eFiling Portal, you warrant that you will not use the OUCMS eFiling Portal for any purpose that is unlawful under any federal or state law, rule or regulation, including without limitation, the Fair Credit Reporting Act (15 U.S.C.A. § 1681 et seq.) or prohibited by these terms, conditions and notices.

You may not use the OUCMS eFiling Portal in any manner which could damage, disable, overburden or impair the OUCMS or interfere with any other party’s use and enjoyment of the OUCMS.

You agree to only use your OUCMS eFiling account for purposes of eFiling, and any information accessed through the OUCMS eFiling Portal shall be for your own business or internal use in the ordinary course of your eFiling activities. Except for the purpose of electronically filing a document on your behalf (in which event you shall be deemed to be the Filer), you agree not to provide any third party (including clients or customers) any right of access to your OUCMS eFiling account, repackage any records or data in any bulk form or otherwise for distribution, or provide any on-going services other than eFiling to third parties through or using your OUCMS eFiling account.

I. OPEN RECORDS AND PUBLIC ACCESS TO COURT INFORMATION VIA THE INTERNET

The Oklahoma Courts are governmental entities, and as such are subject to laws governing public information, information obtained by the Oklahoma Courts via the OUCMS eFiling Portal or otherwise, either during user registration, during your access to the eFiling Portal, or contained in eFiled documents, may be subject to public inspection and copying if not protected by law or court order.

Information that is generally available under Oklahoma law may be available for electronic access through the OUCMS, and unless otherwise protected from public access your eFiled documents will be publicly viewable on OUCMS.

Rule 31 of the Rules for District Courts of Oklahoma (Title 12, Chap. 2, App) provides “Guidelines for Filers” about personal identifier information contained in documents filed in the Oklahoma Courts.

The Oklahoma Courts shall have no liability for, and you agree to defend, indemnify and hold the Oklahoma Courts (including their officers, agents and employees) harmless from any claim or demand, including reasonable attorney’s fees, arising from the Oklahoma Courts’ disclosure of information in or related to your user account or your court filings pursuant to any applicable statute, rule, law, court practice or other legal obligation.

J. WARRANTY DISCLAIMER

The internet is not an error-free environment. The OUCMS and the OUCMS eFiling Portal are subject to limitations, delays and problems inherent with the internet and electronic communications. THE OKLAHOMA COURTS AND THEIR SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, ADEQUACY, COMPLETENESS, TIMELINESS OR FUNCTIONALITY OF THE OUCMS OR THE OUCMS EFILING PORTAL. ALL INFORMATION, MATERIALS, SERVICES AND APPLICATIONS CONTAINED ON OR AVAILABLE THROUGH THE OUCMS OF THE OUCMS EFILING PORTAL ARE PROVIDED “AS IS”. THE OKLAHOMA COURTS AND THEIR SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION IN DOCUMENTS AVAILABLE ON OUCMS OR THE OUCMS EFILING PORTAL, OR THAT ANY PLEADINGS, MAIL OR OTHER DOCUMENTS WILL BE RECEIVED AND READ BY THEIR INTENDED RECIPIENT. Without waiving any defense or immunity within the Governmental Tort Claims Act (51 O.S. §§ 151 et seq). THE OKLAHOMA COURTS AND THEIR SUPPLIERS SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND IN CONJUNCTION WITH THE INFORMATION, MATERIALS, SERVICES AND APPLICATIONS CONTAINED ON OR AVAILABLE THROUGH THE OUCMS OR THE OUCMS EFILING PORTAL. WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS.

K. LIABILITY DISCLAIMER

1. Neither the Oklahoma Courts nor their suppliers shall be liable to you, your clients or customers, or other third parties for any claim based upon: (a) rejection of a document by any Court; (b) alleged defamation, libel or slander contained in a document; (c) infringement of any intellectual property rights in a document; and (d) the content and format of a document.
2. Neither the Oklahoma Courts nor any court supplier will be responsible for, and you will not seek to hold the Oklahoma Courts or any of their suppliers RESPONSIBLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING FROM: (a) any errors in or omissions from the OUCMS eFiling Portal; (b) any delays or delivery problems resulting from use of the OUCMS eFiling Portal; (c) the unavailability or interruption of the OUCMS eFiling Portal or any of

its features; (d) your use of the OUCMS eFiling Portal (regardless of whether you received assistance, information or advice from the OUCMS website or OUCMS Support); (e) transmission errors or any problem relating to telephone lines or other transmission devices, including the unavailability of telephone lines or other electronic transmission lines or devices; or (f) any losses, damages, alteration or destruction of a document or information on any party's computer system or elsewhere resulting from the transmission of computer "viruses" or other damaging or destructive software or software components by or through the OUCMS eFiling Portal.

3. Without waiving any defense or immunity within the Governmental Tort Claims Act (51 O.S. §§ 151 et seq), IN NO EVENT WILL THE OKLAHOMA SUPREME COURT, THE ADMINISTRATIVE OFFICE OF THE COURTS, OR ANY OKLAHOMA APPELLATE COURT OR COURT CLERK, OR OKLAHOMA DISTRICT COURT OR COURT CLERK, HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF REVENUES, PROFITS, DATA OR OTHER INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATED TO THE USE AND/OR OPERATION OF THE OUCMS OR THE OUCMS EFILING PORTAL.
4. You agree to use reasonable efforts to protect against software viruses, worms or other malicious agents that may reside within transmittals sent through the OUCMS eFiling Portal. The Oklahoma Supreme Court, appellate courts, and/or district courts reserve the right to delete infected documents, files or programs and shall have no liability to you, your customers or clients or other third parties as a result of such deletion.

L. TERMINATION/ACCESS RESTRICTION

Any Oklahoma Court may revoke your authority to file documents electronically in a particular case for good cause or as provided by court rule. The Administrative Office of the Courts reserves the right, in its sole discretion, to terminate your access to the OUCMS eFiling Portal and the related services, or any portion thereof, at any time, without notice.

M. GENERAL

These terms and conditions shall be construed and governed by the laws of the State of Oklahoma and you hereby consent to the exclusive jurisdiction and venue of courts in Oklahoma County, Oklahoma in all disputes arising out of or relating to these terms and conditions and/or the OUCMS eFiling Portal.

You agree that no joint venture, partnership, employment or agency relationship exists between you and the Oklahoma Courts as a result of these terms and conditions or your use of the OUCMS eFiling Portal.

If any term or condition herein 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 these terms and conditions are severable and shall continue in full force and effect.

COPYRIGHT AND TRADEMARK NOTICES: You acknowledge and agree that the OUCMS eFiling Portal utilizes software which is protected by one or more copyrights pursuant to U.S. copyright laws and other intellectual property laws. You agree to abide by any and all copyright notices, trademark notices, ownership information or restrictions contained in any non-public content on OUCMS. You further acknowledge and agree that all rights, titles and interests in the OUCMS eFiling Portal shall remain with the Oklahoma Supreme Court by and through the Administrative Office of the Courts and/or its suppliers, and that YOU WILL NOT violate such proprietary right(s). Any violation will result in termination of your eFiling user account, possible legal action and/or other legal remedies.

The software utilized by the OUCMS eFiling Portal is: Copyright 2013 by the Oklahoma Supreme Court, by and through the Administrative Office of the Courts and/or the software supplier(s) . All rights reserved.