



Colorado Courts E-Filing User Agreement - Terms and Conditions of Use

Last Updated: February 20, 2021

The use of Colorado Courts E-Filing is subject to the following terms and conditions. All of these may be changed, deleted, or updated by notice posted under “Announcements” on the Colorado Courts E-Filing homepage and without liability to any User. Continued use of Colorado Courts E-Filing requires compliance with these terms and conditions as modified, updated, or altered at the Colorado Judicial Department’s sole discretion. Any such changes or updates are effective immediately unless otherwise noted and User's continued use after any change indicates acceptance of all changes.

YOU AGREE TO READ THIS AGREEMENT CAREFULLY BEFORE USING COLORADO COURTS E-FILING

Your use of Colorado Courts E-Filing signifies your unconditional agreement to all the terms and conditions of this Agreement. By accessing Colorado Courts E-Filing, you are deemed to accept and agree to all of the terms and conditions in this agreement. When you log-in to Colorado Courts E-Filing for the first time, you will be required to acknowledge that you read this User Agreement.

1. **USERS AND ORGANIZATIONS.** USERS are one of the following three (3) types:
 - (1) **Attorney.** A licensed attorney with an active Colorado bar number. An attorney must be part of an organization. Each organization must designate a **Principal**. **Principal** is a special subcategory of attorney users. **Principal** is the attorney designated as the financially responsible person by the organization. In the event that an organization account is past-due, unpaid or not paid in full, the Principal is the attorney who is responsible for payment.
 - (2) **Staff.** Any non-attorney staff within an organization, e.g. collection agent or paralegal, who is part of an organization. Staff is authorized to file and serve documents for any attorney linked to that organization through Colorado Courts E-Filing.
 - (3) **Pro Se.** A self-represented litigant who is not part of an organization.

Organizations (Law Firm, Government Agency, or Private Agency) must first have an organization profile within Colorado Courts E-Filing before the Colorado Judicial Department (“the Department”) will add individual attorney and staff accounts.

2. **LICENSE TO USE.** The Department has developed Colorado Courts E-Filing for the filing of cases and the servicing of related documents in select case types within the District Courts, County Courts, Water Courts, and Appellate Courts in Colorado. Users shall register according to the type of user that he/she/it is by

following the registration instructions on the Colorado Courts E-Filing website. The Department hereby grants to you, the user, nonexclusive, nontransferable access to use Colorado Courts E-Filing only as authorized in this User Agreement.

- YOU AGREE THAT ACCESS TO COLORADO COURTS E-FILING OR ITS CONTENT WILL BE LIMITED TO THE NAMED USER(S) ONLY.
- YOU AGREE THAT YOU WILL NOT, UNDER ANY CIRCUMSTANCES, ALLOW YOUR USER ID OR PASSWORD TO BE USED BY ANY OTHER PERSON.
- YOU AGREE TO ONLY USE COLORADO COURTS E-FILING FOR THE PURPOSES OF E-FILING AND/OR E-SERVICING.

Organization Users (Attorneys and Staff) may e-file and e-serve in district court civil, domestic, water, probate, criminal, and juvenile delinquency cases; county court money, forcible entry and detainer, replevin, foreign judgment, name change, misdemeanor, and traffic cases; and appellate court cases. Organization Users (Attorneys and Staff) must e-file and e-serve in a case by adding their organization to, or associating their organization with, a party or parties represented by their organization. Organization Users (Attorneys and Staff) shall not e-file or e-serve by adding their organization to, or associating their organization with, a party or parties not represented by their organization.

Pro se users must first register for a Colorado Courts E-Filing User ID and may only e-file and e-serve where and when the system is available. Pro se users may only e-file or e-serve in their own cases. Organization Users may e-serve case documents on registered pro se users. Pro se users can view documents e-served on them in their own cases. Pro se users must be a party to the case in which they file. If they are not, the court will reject the filing. U.S. Mail Service fees are non-refundable.

The user ID and password required to submit documents to the Colorado Courts E-Filing system combined with the User's name (typed, scanned, or digitally-imposed) in the document signature block serve as the User's signature on all electronic documents filed with the Court. They also serve as a signature for any other purpose for which a signature is required in connection with proceedings before the Court except for any documents that require original signatures pursuant to federal, state, or local law or court rule.

The information accessed through Colorado Courts E-Filing shall only be for an Attorney or Staff User's own business or internal use in the ordinary course of business. The information accessed through Colorado Courts E-Filing by a Pro Se User shall only be for the Pro Se User's own case. While User may share the results of individual record and document searches with clients or customers, User shall not provide *any* third party (including its clients or customers) any right of access to Colorado Courts E-Filing, repackage any records or data in any bulk form or otherwise for distribution, or provide any on-going services to third parties through or using Colorado Courts E-Filing.

Colorado Courts E-Filing 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., "FCRA"). User certifies that neither User nor any of its Users will use any information obtained from Colorado Courts E-Filing as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, for residential tenant screening, for governmental licenses, or for other uses which are covered by the FCRA.

3. CHARGES, FEE WAIVERS, BILLING AND PAYMENT

A. CHARGES

There is no charge to register for and maintain a Colorado Courts E-Filing account. Once an Organization/User begins using Colorado Courts E-Filing features, fees apply depending on the type of feature. The Department may change fees at its discretion upon notice as described above. There are two different types of features.

“Core Service Features” are features used to properly file, serve, or file and serve a document through Colorado Courts E-Filing. These include:

1. E-File Only Transaction. A discrete separately billable transaction for the filing of a document to the Court.
2. E-File and E-Serve Transaction. A discrete separately billable transaction for the filing of a document and online (i.e., a Colorado Courts E-Filing subscriber) service of a document on other case parties.
3. E-Serve Only Transaction. A discrete separately billable transaction for online (i.e., a Colorado Courts E-Filing subscriber) service of a document to other case parties.

“Optional Service Features” are features related to filing, serving, or filing and serving documents through Colorado Courts E-Filing that a User can choose to use including:

1. Notifications. Notifies an Organization User when a document is e-filed or e-served via Colorado Courts E-Filing, subject to the limitations as explained in Section 6 below.
2. Case History Purchase. Allows an Organization User to view documents and other case information in cases where the Organization is not representing a party of record.
3. U.S. Mail Service. Allows Users to send service documents by U.S. Mail.

B. FEE WAIVERS for Representation of Indigents and Government Agencies*

For private law firm users representing indigents as defined under CJD 98-01,

serving as court-appointed counsel, or representing government agencies* as defined in this Agreement below, these Users may check the applicable fee waiver box on a per-transaction basis.

NOTE: Such usage will be monitored to identify misuse and any misuse will be subject to a penalty, including but not limited, to account deactivation or report to Attorney Regulation.

Table A: Colorado Courts E-Filing User Fees Applicability (subject to change)

User Group	Core Services	Optional Services
Law Firm	Charge	Charge
Private Agency	Charge	Charge
Court Appointed Counsel	No Charge	Charge
Government Agencies* (excludes private law firms and agencies representing government agencies as defined below)	No Charge	**Partial Charge
Pro Se Users (not indigents)	Charge	Charge
Indigent Users*** (indigents and representatives of indigents)	No Charge	Charge

*Government agencies for purposes of fees only, is limited to the State of Colorado, all state or Judicial agencies, institutions, and political subdivisions thereof as prescribed in CJD 06-01. A “political subdivision” of the state means any governmental organization formed and operating under the laws of this state and includes every county; city and county; city; town; district, including any special district, school district, fire protection district, or improvement district; and authority, including any highway authority, regional transportation authority, or housing authority within this state.

**Fees will always be assessed for using Colorado Courts E-Filing Notification service and the U.S. Mail Service.

***Means any persons deemed indigent pursuant to CJD 98-01. Legal Aid Providers that are qualified to certify indigency status under CJD 98-01 also fall under this fee structure.

C. BILLING AND PAYMENT

1. **ORGANIZATION BILLING.** The Department’s payment processing services provider, Colorado Interactive, LLC (“Colorado.gov”) will prepare and deliver invoices for charges to an Organization on a monthly basis. Charges will be assessed as described above.

- a. All monthly invoices are due and payable by the Organization on the 30th day of the month in which the invoice is received (the “Due Date”). Invoices that remain unpaid following the Due Date will be considered “Past Due” and may be subject to a 1.5% interest charge per month of the amount in arrears or the legal limit payable to Colorado.gov, whichever is less. Organization/User agrees to pay all costs of collection of delinquent accounts including reasonable attorney's fees as permitted by law.
- b. Colorado.gov will notify the Department of any User in past due status. A failure to pay constitutes a failure to pay a legal service provider and a failure to maintain appropriate accounting methods. All past due accounts are subject to penalty or penalties including but not limited to account deactivation, report to Attorney Regulation, legal action and/or other legal remedies. **Your organization’s past-due status will deactivate the Colorado Courts E-Filing accounts of every attorney and staff associated with the delinquent organization and thereby deny all associated attorneys and staff access to e-file and e-serve.** The

Department and/or Colorado.gov may exercise any of the penalty options listed above at any particular time or degree of delinquency and not exercising an option does not prevent Colorado.gov or the Department from exercising any available option, at any other time or degree of delinquency if the account remains past due.

- c. Your organization's past-due status may affect your ability to establish a second account in a different organization. Any attempt to establish a second account under a different organization for the purposes of avoiding payment under your existing organization will result in a penalty or penalties including but not limited to account deactivation, report to Attorney Regulation, legal action and/or other legal remedies. An attorney may not obtain a different/second Colorado Courts E-Filing account until his/her organization's account is paid **except** that a different/second Colorado Courts E-Filing account may be obtained if the attorney is not a Principal as defined above and the attorney moves to a new firm/organization. In such case, the attorney shall provide Colorado Courts E- Filing Support with proof of the move to the new firm/organization, e.g. change of firm name with Attorney Regulation.
- d. User/Organization acknowledges and agrees that Colorado.gov shall have the same rights and remedies available to the Department to enforce any provision set forth in this section in the event of the Organization's failure to pay as required herein.

2. **ORGANIZATION PAYMENT.** Organization may choose to pay their monthly invoice by one of the following methods:
 - a. ACH - a financial institution deducts the amount of fees out of a designated checking/banking account. Organization may choose to setup an automatic payment monthly with ACH.
 - b. Credit Card - Organization pays the invoiced amount with a valid credit card. Organization may choose to setup an automatic monthly credit card payment to cover its monthly charges. A 3% fee will be charged for credit card payments.
 - c. Physical Check - Organization pays the invoiced amount by sending a physical check to Colorado Interactive, LLC at P.O. Box 913008, Denver 80291-3008.
3. **PRO SE PAYMENT.** A Pro se user must pay by credit card at the time a filing is submitted through Colorado Courts E-Filing. Except for U.S. Mail Service fees which are non-refundable, charges will only be incurred when filings are accepted by the receiving court.

4. PROPRIETARY RIGHTS. You, the user, acknowledge and agree that Colorado Courts E- Filing 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 Colorado Courts E-Filing. No portion of Colorado Courts E-Filing may be reproduced or transmitted in any way without express written permission from the Department. You further acknowledge and agree that all rights, titles, and interests in Colorado Courts E-Filing shall remain with the Colorado Judicial Department or its Subcontractor(s) and that YOU WILL NOT violate such proprietary right(s). Any violation will result in the termination of this

Agreement, deactivation of your Colorado Courts E-Filing account, report to Attorney Regulation, possible legal action and/or other legal remedies.

5. ORGANIZATION/USER'S RESPONSIBILITIES. User is solely responsible for: (a) User's software and equipment, including computer and communications devices; (b) ensuring User's software and hardware are suitable for connecting to Colorado Courts E-Filing, including having the minimum system and software required to use Colorado Courts E-Filing (which information is located on Colorado Courts E-Filing's Resources Section); and (c) User's access to the Internet, User's connectivity to Colorado Courts E-Filing, User's relationship with its Internet service provider, and any telephone or other connection and service fees associated with such access.

Organizations are solely responsible for training and monitoring their Users. Organization's authorization of a User to obtain an ID is also an authorization of that User to incur charges as described above. Organizations shall be solely responsible for all fees incurred by their Users and in the event of an Organization's failure to pay its account, a Principal shall be responsible for all fees incurred by his or her Organization and its Users.

Each User will be assigned a User ID and password for the Colorado Courts E-Filing system. Each Organization will be assigned a User ID and password for the Colorado Interactive Billing System. Organization/Users is/are solely responsible for maintaining the security and confidentiality of all IDs/passwords. User will promptly notify Colorado Courts E-Filing Support if an ID/password is lost, stolen, no longer valid, has been misused, or compromised in any manner and will promptly cancel such ID/password. The Department will disable an account if it suspects unauthorized use of a User ID or password, or in the event of any User or Organization activity that may compromise Colorado Courts E-Filing, or if a User ID or password is compromised in any way. The Department shall have no liability to Organizations, Users, or any third party (including, without limitation, User's clients or customers, if any) for any claim based upon misuse of an ID/password. Organizations are solely responsible to control all ID/password appropriately assigned by it and may immediately suspend access to Colorado Courts E-Filing if it suspects unauthorized use of an ID/password or in the event of an activity that might compromise Colorado Courts E-Filing. Each ID/password issued will be used solely by the individual for whom it was issued and will not be shared under any circumstances. Organization/User is solely responsible for maintaining and updating ID/passwords used to access Colorado Courts E-Filing in accordance with applicable requirements as set forth herein and on the Colorado Courts E-Filing website. ID/password protocol is subject to change to ensure privacy and data protection. Organizations and Users that do not follow password protocol may be unable to access Colorado Courts E-Filing.

Organization/User is solely responsible for the continuing accuracy of any and all information provided by Organization/User to Colorado Courts E-Filing in connection with the electronic transmission or delivery of any Document. Organization/User must update Colorado Courts E-Filing with any change in Organization/User's contact information including, but not limited to, the change of address, legal name, facsimile number(s), e-mail address, withdrawal of one or more Users from Organization, or any other material information known by Organization/User that is part of Organization/User's contact information. FAILURE TO UPDATE COLORADO COURTS E-FILING OF ANY CHANGE IN ORGANIZATION OR

USER'S INFORMATION MAY RESULT IN INCOMPLETE DELIVERY OF SERVICE DOCUMENTS UPON THEM, OR FAILURE TO RECEIVE SERVICE OF LEGAL DOCUMENTS.

Organization/User is solely responsible for checking Colorado Courts E-Filing to determine if notification of Service has been provided, or that a Document it attempted to e-file has been accepted or rejected by a Court. ORGANIZATIONS/USERS ARE SOLELY RESPONSIBLE FOR MONITORING THE CASE STATUS ON COLORADO COURTS E-FILING. FURTHER, IT IS THE SOLE RESPONSIBILITY OF AN ORGANIZATION/USER TO DETERMINE IF A DOCUMENT MUST BE SERVED AS OPPOSED TO SIMPLY FILED.

Organization/User is responsible for checking Colorado Courts E-Filing for changes to the terms of this Agreement and with the Courts periodically for changes in the Court Rules. COLORADO COURTS E-FILING IS NOT RESPONSIBLE FOR CHANGES TO COURT RULES OR FOR NOTIFYING SUBSCRIBER OF SUCH CHANGES.

An Attorney's account will be deactivated if that Attorney is suspended or set as inactive by Attorney Regulation.

6. COLORADO COURTS E-FILING FEATURES AND USAGE NOTIFICATIONS

E-Service: Allows User to electronically serve documents on other parties. E-Service **excludes** personal service of process and **applies only** to pleadings filed in a case subsequent to the originating document(s). Parties registered on Colorado Courts E-Filing agree to receive service, other than service of a summons, via Colorado Courts E-Filing.

Online Alerts: Provide notification to Users of the following items: (a) New case originating documents accepted by the Court; (b) Documents e-served on the User; (c) courtesy copies of documents delivered to the User; and (d) originating documents and Court rejected documents. Users may opt to receive a Colorado Courts E-Filing courtesy e-mail notification when such items are delivered to the User's online alerts box. Courtesy e-mail notifications will be sent to the e-mail address provided by the User during account registration. NOTE: Colorado Courts E-Filing courtesy e-mail notifications **do not constitute service** on the User. Users always are responsible for checking the online alerts box. Courtesy e-mail notifications will not function if the User's e-mail address is inaccurate, or if the User's e-mail account is configured to reject e-mail attachments that exceed a certain size, or if the User's e-mail account has certain security settings that prevent the User from receiving Colorado Courts E-Filing e-mail notifications. **It is the User's sole responsibility to provide accurate e-mail addresses and to ensure that e-mail accounts are properly configured to receive e-mails from Colorado Courts E-Filing.**

Schedule: Allows Users to view Court scheduled events in a calendar format ("Scheduled Event"). All case parties may view Scheduled Events. The Schedule feature is provided as a convenience to Users and **neither Colorado Courts E-Filing nor the Department guarantee the Scheduled Events' accuracy or**

timeliness.

U.S. Mail Service: Allows Users to serve documents on designated recipients by U.S. Mail through Colorado Courts E-Filing. Additional fees - including printing, postage, and handling - apply. **It is the User's sole responsibility to provide accurate mailing addresses.** The Department makes no guarantee that recipients will receive a mailing once that mailing is deposited with the U.S. Postal Service.

Cases: Allows Users in an Organization to (i) view all cases associated to that Organization ("Organization Cases"), and (ii) to select cases to monitor ("Monitored Cases"). Users may view electronic filing activity through Monitored Cases. Monitored Cases does not track, calculate, or notify Users of case deadlines. **Users are responsible for tracking and calculating any deadline.**

My Cases: Allows **Pro Se Users** to view Colorado Courts E-Filing cases in which the Pro Se User is a party. My Cases does not track, calculate, or notify Pro Se Users of any case deadlines. **Pro se users are responsible for tracking and calculating any deadline.**

Courtesy Copy: Allows Users to deliver an informal copy of originating documents to designated recipients. **Courtesy copies do not constitute service of process as required by the Colorado Rules of Civil or Criminal Procedure.**

Notifications: Notifies Organization Users that a specific document has been accepted for e-filing by the Court. Organization Users must first configure a Notification profile. The Notification feature will only notify an Organization User that a specific Document has been accepted for e-filing by the Court if the document meets the criteria the Organization User established in his or her Notification profile at the time the document is accepted for e-filing. A Notification profile contains the search criteria the Organization User enters at the time the Organization User registered to receive notifications. **Organization Users are solely responsible for ensuring that all notification profile information is accurate and current. The notification feature will not retroactively notify an Organization User of a document that was e-filed before the Organization User created the notification profile. The notification feature will not notify an Organization User that a Document has been accepted for e-filing with a Court if the document is filed in paper format. In addition, the Notification feature will not allow an Organization User to view sealed documents or serve-only Documents. A notification is not immediate and may take up to, or exceed, 24 hours to process. The Notifications feature is provided as a convenience only.**

Organization Users who use the notification feature may not rely solely on notifications as a means for determining if a document has been served or e-filed. Notifications and associated documents will only be saved in an Organization User's Notification profile for six months from the date a document is accepted for e-filing through Colorado Courts E-Filing. After six months from acceptance for e-filing, notifications and associated documents will be deleted automatically from Notification profiles. Although the documents are deleted from the Notifications

profile, the documents are not deleted from Colorado Courts E-Filing altogether.

7. WARRANTY

A. The Colorado Judicial Department warrants that Colorado Courts E-Filing is capable of performing the functions described on the Colorado Courts E-Filing website and herein, provided that User uses Colorado Courts E-Filing for its intended purpose of e-filing and/or e-serving and related functions and provided that User complies with this Agreement. If User believes that there has been a breach of this warranty, User shall notify Colorado Courts E-Filing Support. After a reasonable time for investigation and upon a determination of a breach, the Department may, in its sole discretion: re-perform the Colorado Courts E-Filing feature without charge or refund to User the fee paid for the Colorado Courts E-Filing feature that is the subject of the warranty claim.

B. The Internet is a not an error-free environment. COLORADO COURTS E-FILING IS SUBJECT TO LIMITATIONS, DELAYS AND PROBLEMS INHERENT WITH THE INTERNET AND ELECTRONIC COMMUNICATIONS. NEITHER THE DEPARTMENT NOR ITS SUBCONTRACTOR(S) WARRANT THAT COLORADO COURTS E-FILING WILL MEET USER'S REQUIREMENTS OR THAT COLORADO COURTS E-FILING WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. NEITHER THE DEPARTMENT NOR ITS SUBCONTRACTOR(S) WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION IN DOCUMENTS AVAILABLE ON COLORADO COURTS E-FILING, OR WARRANT THAT ANY PLEADINGS, MAIL OR OTHER DOCUMENTS WILL BE RECEIVED AND READ BY THEIR INTENDED RECIPIENT. EXCEPT FOR THE WARRANTY STATED ABOVE, THE DEPARTMENT AND ITS SUBCONTRACTOR(S) DISCLAIM ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. TERM AND TERMINATION. This User Agreement is effective upon receipt of your user ID Number and password and shall continue until terminated. Organization/User may terminate this Agreement, with or without cause, at any time for any reason upon thirty (30) days written notice to Colorado Courts E-Filing. All charges and fees must be paid prior to a User initiated termination. Failure to do so may result in legal action, reporting to Attorney Regulation or other legal remedies. Except as provided in Section C. above, Colorado Courts E-Filing may terminate this Agreement, with or without cause, upon 10 days written notice (e-mail acceptable with return receipt) to User. However, in the event that User breaches any material term of the Agreement and/or any Court Rule, the Department may terminate this Agreement immediately. The Department may also terminate this Agreement if User's account remains inactive for six (6) months. Users of a terminated account will lose all access to the Colorado Courts E-Filing system and will not be able to utilize any features of Colorado Courts E-Filing. SUBSCRIBER IS RESPONSIBLE FOR NOTIFYING A COURT AND ITS USERS, IF APPLICABLE, OF THE TERMINATION OF ITS COLORADO COURTS E-FILING ACCOUNT.

9. LIMITATION OF LIABILITY

A. Neither the Department nor its Subcontractor(s) shall be liable to User, User's clients or customers, or other third parties for any claim based upon (a) rejection of a document by a

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. Neither the Department nor its Subcontractor(s) shall be liable to User, User's clients or customers, or other third parties based upon incorrect transmission or delivery instructions by Users, including, without limitation, no liability for any losses in connection with the loss of privilege or for any other claimed injury or damages due to disclosure of a document.

B. Neither the Department nor its Subcontractor(s) will be responsible for, and User will not seek to hold the Department or its Subcontractor(s) RESPONSIBLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING FROM: (a) any errors in or omissions from Colorado Courts E-Filing; (b) any delays or delivery problems resulting from use of Colorado Courts E-Filing; (c) the unavailability or interruption of Colorado Courts E-Filing or any of its features; (d) User's use of Colorado Courts E-Filing (regardless of whether User received assistance, information or advice from the Colorado Courts E-Filing website or Colorado Courts E-Filing Support); (e) transmission errors or any problems relating to telephone lines or other transmission devices, including the unavailability of telephone lines or other electronic transmission lines or devices; (f) any alteration or destruction of a document resulting from third parties' unauthorized access to or use of Colorado Courts E-Filing; or (g) any losses or damages or 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 Colorado Courts E- Filing.

C. IN NO EVENT WILL THE DEPARTMENT OR ITS SUBCONTRACTOR(S) BE LIABLE 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. USER'S EXCLUSIVE REMEDY FOR ANY DAMAGES SHALL BE STRICTLY LIMITED TO THE AMOUNT OF THE USAGE FEE USER ACTUALLY PAID TO THE DEPARTMENT FOR THE PARTICULAR TRANSACTIONAL USE OF COLORADO COURTS E-FILING WHICH CAUSED THE DAMAGES, EXCLUSIVE OF COURT FEES. IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIONS OF WARRANTY AND DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.

User and the Department shall use reasonable efforts to protect against the contamination of their respective systems and computer files from software viruses, worms or other malicious agents that may reside within messages sent through Colorado Courts E-Filing. At a minimum, such precautions shall include the installation, upgrading and use of commercial virus detection software to scan files and documents transmitted via Colorado Courts E-Filing. Additionally, User and the Department shall use reasonable efforts to identify and to correct or remove any document or file that may have infected data or contain viruses or other malicious agents. The Department reserves the right to delete infected documents, files or programs, and the Department shall have no liability to User, or the sender or intended recipient of infected materials. However, no precautions or virus detection software is or can be effective against

all viruses, and thus the Department shall have no liability with regard to any contamination of files, documents, or Colorado Courts E-Filing.

10. INDEMNIFICATION. To the maximum extent authorized by law, User agrees to defend, indemnify and hold harmless the Department (including its officers, directors and employees) from any claim or demand, including reasonable attorneys' fees, made by any third party that Colorado Courts E-Filing was not in compliance with this User Agreement.

11. THIRD-PARTY SOFTWARE. The Department may utilize software from third-party providers ("Third Party Software"). User shall comply with the license terms of any Third Party Software supplied in connection with Colorado Courts E-Filing. User agrees that it will not and will not allow others to alter or modify any Third Party Software without express written permission from the Third Party Software provider in each instance. The Department has no obligation to maintain or upgrade any such Third Party Software.

12. GOVERNING LAW. This User Agreement shall be construed and governed in accordance with the law of the State of Colorado. Any action related to Colorado Courts E-Filing, its use or to enforce this Agreement and its terms and conditions shall be brought only in the Courts in the State of Colorado.

13. SEVERABILITY. Should any term of this User Agreement be declared void or unenforceable, all of the remaining terms shall continue in full force and effect provided that the parties can continue to perform their obligations under this User Agreement in accordance with its intent.

14. NO WAIVER. The Department's failure to enforce its rights hereunder shall not be deemed a waiver to any subsequent enforcement of rights.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Department and User and thus supersedes any and all other agreements, representations and understandings, whether written or oral.

BY USING COLORADO COURTS E-FILING, YOU ACKNOWLEDGE AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS OF THIS USER AGREEMENT.