

User Agreement

In order to register for an account with EFlex, you must accept the terms of the user agreement as explained below. Failure to accept these terms will take you back to the login screen.

Terms of Use

The following are the rules or "Terms" that govern use of Tybera sites (collectively, "site"). By using this site, you agree to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing this site. Tybera reserves the right to change these Terms at any time, effective immediately upon posting on this site. If you do not agree to be bound by these Terms, please do not use this site.

Permitted Use

You are authorized only to view and to retain a copy of pages of this site for your personal and/or business use while you visit this site. Do not duplicate, publish, modify or otherwise distribute the material on this site unless specifically authorized by Tybera Development Group, Inc. to do so. The content and software on this site is the property of Tybera Development Group, Inc. and/or its suppliers and is protected by U.S. and international copyright laws. We post a legal notice and various credits on pages of this site. Please do not remove this notice or these credits, or any additional information contained along with the notices and credits.

System Use

- The E-file system is intended to submit court filings electronically to Utah Appellate court cases for which the User is an attorney of record, active party or agent thereof.
- The User agrees to accept electronic notices through E-File system and email as a valid and effective service for all electronically filed documents replacing the need for paper notification except for a complaint, petition, or other document that must be served by law.
- That use of the E-File login process with a user ID and password, followed by submission of electronic documents to the E-File system, constitutes User's "signature".
- That case summary information for all cases in the E-File system will be viewable by anyone with an account provided the case information is not restricted by court security policy.
- That all documents filed by and information provided to the E-File system by User is subject to the provisions of the legal statutes governing the jurisdiction of the court, and may not be designated confidential, proprietary, or otherwise protected from public disclosure, unless it is a confidential record according to law.
- That unavailability of the E-File system shall neither constitute a basis for an extension of time in which to file any matter with the court nor in any way affect any applicable statute of limitations. In the event of any unavailability of the E-File system, User agrees that time-sensitive documents must be filed in hard copy with the respective court in order to meet any applicable deadline.

Technical

- That Tybera may deploy updates or modifications to the E-File system at any time, with or without prior notice, and that User's continued use of the E-File system to file documents electronically with the courts constitutes acceptance of the system as updated or modified.

- That Tybera may delay, limit, or deny access to the E-File system due to system outages, scheduled maintenance and backups, or unforeseen events that may occur.
- That Tybera will make reasonable efforts to provide prompt notice of any denial of access and the anticipated duration of such denial of access, but failure of Tybera to give such notice shall not constitute a waiver of any part of these Terms of Use or justification for User's failure to comply with the E-File Rules, the Court Rules, or legal statutes governing the jurisdiction of the court.
- To use software for document production and access to the E-File system compliant with the E-File Rules and the specifications, as updated periodically on Tybera's website.
- That User assumes all risk and waives any claim for damages against Tybera and the court resulting from use of the

Miscellaneous

- That, by use of the E-File system, User acquires no ownership or intellectual property interest in the E-File system, its content or related materials, including, but not limited to user IDs or passwords; user profile information; documents filed electronically; user interface design, format or content; titles or terminology; logos or other artwork; or training materials and documentation. User agrees that all such intellectual property is the sole property of Tybera Development Group, Inc, and that no such content may be reproduced without permission.
- Not to develop, produce or disseminate any derivative work or product based upon or intended to interact with the E-File system without permission of System Administrators.
- User agrees not to employ any software that collects, intercepts, or otherwise "mines" information or content from the E-File system.
- That if any section of this Terms of Use shall, for any reason, be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.
- That the failure to enforce any term of this Terms of Use on one or more occasions will not constitute a waiver of the rights or remedies of either party to enforce such or any other term of this Agreement on any other occasion.
- That these Terms of Use shall survive for as long as the User has an account for E-File, is a party in an action that is filed using the E-File system or is counsel for a party in a case that is filed using E-File.

User Contributions to this site

There are many opportunities for you to contribute to this site. These include, among others, uploading documents to this site. Tybera Development Group, Inc. is not liable or responsible for any content provided by its users or other third parties to this site ("User content"). The contributions of third parties do not necessarily represent the view or opinions of Tybera. Tybera and the court can not preview User content before it appears. Users can be held liable for any illegal or prohibited User content they provide to this site, including among other things, infringing, defamatory or offensive materials. However, if you discover this kind of material on this site, please notify us at administrator@tybera.com. We will investigate your claim and take appropriate action.

If you post any original content to this site, by electronic mail or otherwise, we will treat it as non-confidential and non-proprietary to you. We urge all users to maintain their own back up versions of any content they submit to this site.

Other Content on this site

The information contained in this site, including all images, illustrations, designs and photographs not contributed as personal information or User content are the property of Tybera Development Group, Inc. or the court. Logos contained on this site is a trademark of and copyrighted by Tybera Development Group, Inc. or the Court.

Prohibited Content

The following is a partial list on the kind of content which is illegal or prohibited on this site:

- If patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- If, or could be harmful to minors;
- Harasses or advocates harassment of another person;
- Involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- Promotes information that you know is false, misleading, or promotes illegal activities or conduct, is abusive, threatening, obscene, defamatory or libelous;
- If promotes an illegal or unauthorized copy of another person's work, such as providing pirated computer programs or links to them, provides information to circumvent manufacture-installed copy-protect devices; providing pirated content or links to pirated content files;
- Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- Displays pornographic material of any kind;
- Provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
- Provides instructional information about illegal activities such as making or buying illegal weapons; violating someone's privacy; providing or creating computer viruses;
- Solicits passwords, personal identifying information for commercial or unlawful purposes from other users;
- Engages in commercial activities and/or sales without Tybera Development Group's prior written consent such as contests, sweepstakes, barter, advertising, pyramid schemes, etc.
- Violation of the Terms. You understand and agree that in Tybera's sole discretion, and without prior notice, Tybera may terminate your access to this site, and remove any unauthorized User content, if Tybera believes that the User content you provided has violated or is inconsistent with the Terms or with the intention behind them, or that you have violated the rights of Tybera Development Group, Inc., another User or the law. Tybera may release user information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity.

Privacy

We believe that your privacy and the privacy of all our users is important. Please review our privacy policy. If you are 13 of age or under, you should not post information about yourself on this site, without the permission of a parent or guardian.

Important Disclaimers

Tybera does not promise that this site will be error-free, uninterrupted, nor that it will provide specific results from use of this site or any content, search or link on it. This site and its content are delivered on an "as-is" and "as-available" basis. Tybera can not ensure that files you download from this site will be free of viruses or contamination or destructive features. Tybera disclaims all warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose. Tybera will not be liable for any damages of any kind arising from the use of this site, including without limitation, direct, indirect, incidental, punitive and consequential damages.

Disputes

This site is operated by Tybera Development Group, Inc., If there is any dispute about or involving this site, by using this site, you agree that the dispute will be governed by the laws of the State of Utah without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of the State of Utah.

Indemnity

You agree to indemnify and hold Tybera Development Group, Inc., harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of this site, including also your use of this site to provide a link to another site or to upload content or other information to this site.

EFILE RULES

The E-File System User accepts and agrees to the following:

User Accounts

- To provide accurate and complete information as required by the Court.
- To promptly notify System Administrators of any change to User's profile information including, but not limited to, any change in name, address, firm affiliation or status as a member in good standing of the State Bar.
- Not to use or attempt to use a user ID that is obscene, offensive, potentially libelous, or deceptive. A deceptive user ID includes, but is not limited to, a user ID that could be construed to give a false or misleading impression of the individual owner's identity or association with any other legal entity.
- To be bound by and follow the Local Rules of the Court.
- That only a natural person will be issued a user ID.
- To notify System Administrators immediately of any breach of user ID security, including any use of the user ID by an individual not expressly authorized to do so by User.

- That User shall be responsible for the security and use of the user ID and password. Any electronic filing or other interaction with the E-File system by that user ID and password shall be deemed to be made by User or with User's express authorization.
- That a user ID and password may not be transferred to anyone. Upon cessation of use of a user ID by the individual to whom it originally was assigned, User agrees to notify System Administrators immediately to terminate the user ID.
- To suspension of User's account by System Administrators if they determine that there is any misuse, abuse or fraudulent use of the account. Service will also be suspended if any information provided during the account registration process is false or fraudulent.
- That misuse, abuse or fraud may also result in civil liability, criminal prosecution, a grievance being filed with the appropriate licensing agency or any combination thereof.
- To cooperate with System Administrators and law enforcement during investigations into misuse, abuse or fraud.

Contact Us

If you have questions about these Terms or want to contact us for any reason you may do so by emailing us at administrator@tybera.com.

I accept the terms of the user agreement

I do not accept the terms of the user agreement