

## MyCase

### Privacy Policy and User Agreement

Thank you for using MyCase. The privacy policy below describes how the Utah Administrative Office of the Courts (“AOC”) collects, uses, and discloses your personal information and device information when you use the subdomains, internet-accessible applications, and programs developed, owned, or controlled by the AOC. Currently, those include, but are not limited to, MyCase, the Online Court Assistance Program (“OCAP”), Xchange, Utah’s e-filing program (“E-file”), and the Utah Courts website. In this Privacy Policy and User Agreement, the AOC’s collective subdomains, internet-accessible applications, and programs, including MyCase, OCAP, Xchange, E-file, and the Utah Courts website, will be collectively referred to as “MyCase,” with all terms and provisions of the Privacy Policy and User Agreement applying equally to these subdomains, internet-applications, and programs. The collective term, “MyCase,” is used only for convenience. The AOC reserves the right to develop new services or offer additional services with or through MyCase. Any new or additional services associated with or through MyCase are subject to this Policy and User Agreement, unless stated otherwise.

The User Agreement (“Agreement”) is between you and the AOC. It contains all the terms of the agreement between you and the AOC. If any provision of this agreement is found, by a court of law, to be unenforceable, the remaining terms of the agreement still apply. Please carefully read the Privacy Policy and User Agreement to understand your rights and legal responsibilities. You may not use MyCase without first reading and signing the Agreement. Unauthorized use of MyCase and any other subdomains, internet-accessible applications, or programs developed, owned, or controlled by the AOC, without first acknowledging and signing the Agreement, is strictly prohibited. Use of MyCase, including any features, forms, documents, services, technologies, or applications associated with MyCase, by for-profit or non-profit companies for any pecuniary gain is strictly prohibited and will be cause for immediate termination and restriction by such companies to MyCase. If you violate this Agreement, the AOC may suspend or terminate your access to MyCase at its discretion. By signing this agreement, you agree to abide by the terms outlined in the Agreement and the collection and use of your information as outlined in the Privacy Policy. The AOC reserves the right to modify, amend, or change this Agreement without prior notice to MyCase users. Continued use of MyCase constitutes acceptance of any modifications to this Agreement. The AOC will notify MyCase users of any changes to this Agreement via email.

### Privacy Policy

#### **1. Definitions**

“Personal information” means any information the AOC collects through MyCase that could serve to identify an individual. This information may include, but is not limited to, first and last name, date of birth, telephone number, physical address, email address, race/ethnicity, gender, pronouns, sexual orientation, disability status, and age.

“Device information” means any automatically collected information about your electronic device, including, but not limited to, device name, device identifiers, brand and version, information about your web browser and type of operating system, IP address, network connection type, language

preferences, time zone, relevant cookies that are installed on your device, the time and date of your visit, the individual Utah Courts web pages that you view, the time spent on those pages, what websites or search terms referred you to the Utah Courts website, statistics and information about how you interact with the Utah Courts website, information about your MyCase subscription, how you interact with MyCase, usage statistics associated with MyCase, your use of third party services, devices, and applications in connection with MyCase usage, data you upload into MyCase, payment and purchase data, credit or debit card type, expiration date, and card number (we never store your full card number), and the details of your purchase and payment history. This information does not recognize the identity of the visitor and is not used to track or record information specific to the individual.

## **2. Collection of Personal Information and Device Information**

When you use MyCase, you agree to the collection, use, storage, and disclosure of personal information and device information as stated in this Privacy Policy, and any records access rules promulgated by the Utah Judicial Council described below. As part of court case processing, other individuals may provide to the AOC personal information about you in court records.

## **3. Use of Personal Information**

The personal information that the AOC collects is used to: provide court services to you (and other individuals involved in your court case, if any); communicate with you; improve MyCase; and increase the AOC's ability to fulfill its public mission to provide the people an open, fair, efficient, and independent system for the advancement of justice under the law. By acknowledging this agreement, you agree to receive email communications and notifications from the AOC related to your use of MyCase. The AOC will not use your personal information or disclose your personal information to anyone except as described in this Privacy Policy. Your responses will not affect the outcome of your case.

## **4. Use of Device Information**

The AOC collects device information using the following techniques:

- "Cookies" are data files that are placed on your device and often include an anonymous unique identifier. These are sent to your browser from MyCase and are stored on your device. You have the option to either accept or refuse these cookies, and know when a cookie is being sent to your computer. If you choose to refuse cookies associated with using MyCase, you may be restricted from using some or all portions of MyCase.
- "Log files" track actions occurring in MyCase and collect data including your IP address, browser type, device type, Internet service provider, referring/exit pages, and date/time stamps.
- "Web beacons," "tags," and "pixels," are electronic files used to record information about how you use MyCase and browse web-based sites, like the Utah Courts website.

The device information the AOC collects serves as part of its statistical analysis about the use of MyCase so the AOC can review, design, and enhance your experience. The AOC may detect user IP addresses for providing location-based user information and services. The AOC does not attempt to associate device information with personal information unless explicitly stated otherwise.

## **6. Contact by Judicial Performance Evaluation Commission**

The Judicial Performance Evaluation Commission (JPEC) is an organization independent from the Utah State Courts that works closely with the AOC to evaluate the conduct and performance of state court judges. If you elect to be contacted by JPEC, you agree that the AOC will share your personal information with JPEC to facilitate communication with you. You may terminate your authorization to be contacted by JPEC any time by writing to the AOC. Your choice whether to be contacted by JPEC or not will in no way affect your ability to access MyCase.

## **5. Court Records**

The constitutions of Utah and of the United States protect the people's right to an open and public court. Anyone can attend most court hearings, and anyone can view and obtain a copy of most court records. However, the people who do business with the courts—parties, witnesses, victims, jurors, and others—have rights of privacy also protected by our state and federal constitutions. Neither right is absolute; each is balanced by the other.

Still, to participate in the judicial process, people sacrifice a good deal of their privacy. It is a sacrifice necessary to protect the integrity and accountability of the courts.

The Utah Supreme Court and the Utah Judicial Council have adopted rules that regulate court records. Some records are closed, but most are public (UCJA Rule 4-202.02). Even closed records can be viewed by some (UCJA Rule 4-202.03). Public records are provided to anyone who asks, and some public records are posted on this website. There may be a fee for access to some records (UCJA Rule 4-202.08). Non-public records may be shared with other governmental entities under certain conditions (UCJA Rule 4-202.10).

There is a process for requesting access to a record (UCJA Rules 4-202.04 and 4-202.05), for requesting that a record be closed (UCJA Rules 4-202.04 and 4-202.05), and for appealing an adverse decision of either request (UCJA Rule 4-202.07). A person may redact sensitive information from a record if the information is not needed for the case (UCJA Rule 4-202.09). There is a process for correcting errors in records (URCP 60 and URCrP 30).

The following rules from the Utah Code of Judicial Administration regulate access to court records:

- Rule 4-202. Purpose.
- Rule 4-202.01. Definitions.
- Rule 4-202.02. Records classification.
- Rule 4-202.03. Records access.
- Rule 4-202.04. Request to access a record associated with a case; request to classify a record associated with a case.
- Rule 4-202.05. Request to access an administrative record; research; request to classify an administrative record; request to create an index.
- Rule 4-202.06. Response to request to access or classify a court record.
- Rule 4-202.07. Appeals.
- Rule 4-202.08. Fees for records, information and services.
- Rule 4-202.09. Miscellaneous.
- Rule 4-202.10. Record sharing.

## **6. Third-party Websites and Services**

MyCase may provide links to (or links from) third-party websites or services, none of which are governed by this Privacy Policy. To the extent that any linked third-party websites or services you visit are not owned or controlled by the AOC, the AOC is not responsible for those websites' or services' content or information practices. The AOC strongly encourages you to review the privacy policies of any site or service before providing any personal information.

The AOC uses third-party solutions for processing credit card transactions. The third-party vendors have their own privacy policies and the AOC does not exercise control over these websites or their privacy practices. Systems offered by the AOC that collect and process payment credit card information are highly secured and fully hosted solutions. This means that the AOC does not retain credit card numbers or security codes. Further, when you enter personal information online, that information is encrypted prior to transmission using security protocols to protect this information.

The AOC maintains official social media accounts on behalf of the Utah courts on third-party websites, including YouTube, Twitter, and Facebook, to broadcast information about the Utah Courts to a wider audience. When you visit official Utah Courts social media pages, the AOC does not request, collect, or record personally identifiable information. Information collected by the AOC will be used solely for the purpose of evaluating and maintaining those accounts. Please be aware that privacy policies of third-party websites may not be the same as the privacy policy governing MyCase. Retweets, likes, or follows of any person or organization on any social media page are not endorsements. Promoted Tweets on Twitter are not authorized or controlled by the AOC.

The AOC also makes available certain RSS feeds to assist individuals in receiving updated information made available on MyCase. The AOC controls the XML data underlying those feeds. Individual users are responsible for any privacy implications associated with the software used by the individual to receive and review the XML data distributed in the RSS feeds.

## **7. Children's Privacy and Agreement**

Any user under the age of 18 agrees to use MyCase under the direct supervision of a parent, guardian, or legal representative, and agrees to seek the assistance of a parent, guardian, or legal representative when creating a MyCase user account. By acknowledging this user agreement, the parent or guardian of a minor using MyCase assumes all responsibility for proper use consistent with this agreement including all liabilities stated herein.

## **8. Security**

The AOC values your trust in providing it with your personal information, thus the AOC strives to use commercially-acceptable means of protecting it. The AOC maintains reasonable administrative, technical, and physical safeguards to protect the confidentiality of information transmitted online, including but not limited to encryption, firewalls and SSL (Secure Sockets Layer). Any authorized third parties must be committed to the same principles and are required by contract to follow the same policy and guidelines as the AOC in protecting this information. Users should be aware that even though protections are in place, the AOC cannot guarantee against the occurrence of hardware failure, unauthorized or unlawful intrusion, or other technical problems.

## **9. Changes to this Privacy Policy**

The AOC may update this Privacy Policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons. Thus, the AOC advises you to review this page periodically for any changes. The AOC will notify you of any changes through email and by posting a new Privacy Policy in MyCase. Any changes are effective immediately, after they are posted in MyCase.

## User Agreement

### **1. License**

Subject to your compliance with this Agreement, the AOC grants you limited, non-exclusive, revocable authorization to use MyCase. The Agreement shall remain in effect until terminated by either party. MyCase is licensed by the AOC and is not transferred to you. The AOC retains ownership of all MyCase applications, software, and data, including personal information and device information you provide, even when MyCase is used on your device. In addition to other provisions in this Agreement, you also agree not to knowingly or negligently transfer into MyCase any harmful or defamatory material or use any robot, spider, scraper or other automated means to access MyCase for any purpose.

### **2. Account and Password**

An account Username and Password will be required to register your account and grant you license to use MyCase. You agree not to share either your Username or your Password with any other person, including any family member, friend, associate, or legal representative. In the event of your death or incapacity, your legal representative may contact the AOC to terminate or transfer your account to another individual by providing proof of your death or proof of your legal incapacitation. From time to time, the AOC may require you to reset the Password associated with your account. The AOC encourages you to keep your password secret and reset your password if you believe your account is compromised.

### **3. Fees**

You can use MyCase to access information about your case for free.

There are fees for filing some documents. The fees will be collected when you submit your documents for filing. The amount of the fees will be disclosed to you when you file and will be based on Utah Code or court rule. The AOC reserves the right to change or update the fees, which may also be changed by promulgation of new legislation or court rules. Existing users with accounts pre-dating such changes will not be required to pay the updated fee for new users. Except as provided otherwise in this Agreement, fees are non-refundable.

#### **4. Limitation of Liability**

The AOC shall diligently strive to maintain accurate data on MyCase, but shall not be liable for consequential, exemplary, incidental, or special damages for any information provided by or through MyCase. The AOC makes no warranty ensuring the accuracy of the information contained in records available on MyCase. The AOC is not responsible for loss caused by: access to, use or, or reliance on information from MyCase, including information that may not be free from copyright or other restrictions, and including information that may infringe upon or violate the rights of others; access to or use of MyCase for any general or particular purpose; the content or format of the documents generated from MyCase; whether or not you file any documents timely or in the right court; whether or not you have documents served in the correct manner as required by either case law, statute, or court rule, including your understanding or compliance with case law, statute, or court rule; the results you achieve or fail to achieve while using MyCase and any of the documents generated by MyCase; and the conduct of other MyCase users. Anyone who accesses or uses MyCase assumes all risk of loss. The AOC further disclaims any liability from service interruption, breaches of security, site service and maintenance, corruption of data, and data storage failures. You assume all liability and risk for any data, documents, or materials stored in MyCase. In any action based on contract, your remedy and AOC's liability shall be limited to the charges imposed by the AOC for use of MyCase, if any, under this Agreement. However, the AOC does not hereby waive any governmental immunity.

#### **5. Term**

This Agreement shall continue in effect until one party materially breaches or until one day after one party notifies the other in writing that this Agreement is terminated. Deleting your MyCase account constitutes termination of this Agreement. The AOC may suspend or terminate your use of MyCase for any violation of the Agreement. Termination of this Agreement does not affect or limit the AOC's rights to pursue any judicial action arising from your breach of the Agreement.

#### **6. Force Majeure**

Performance of this Agreement may be delayed or excused without liability when necessitated by a natural disaster, war, act of God, adverse legislation, embargo or boycott, civil disturbance, fire, unforeseen equipment failure, or any similar event outside the control of the non-performing party.

#### **7. Notices**

Any notice given pursuant to this Agreement, other than a bill for amounts due, shall be sufficient if sent via e-mail to the contact person listed on the account. Bills may be sent to the contact person on the account via email. It is your responsibility to maintain an up-to-date e-mail address in your MyCase account. You agree to waive any claims against the AOC and indemnify the AOC of any liability for non-delivery of notices from the AOC as a result of an improper e-mail address listed on your account.

#### **8. Governing Law**

All questions concerning validity, interpretation, performance, or breach of this Agreement, and all questions having a substantial relationship to it, shall be decided in accordance with Utah law. Venue

for any judicial action arising from this Agreement will be Salt Lake City, 3<sup>rd</sup> District Court for Salt Lake County.

#### **9. Waiver**

No waiver of any provision of this Agreement shall operate as a waiver of any other provision, regardless of the similarity or relation that may exist between those provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

#### **10. Integration**

This Agreement contains the entire and integrated contract of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties not contained herein shall be of any force or effect.

#### **11. Attorney's Fees**

Should either party or its successor breach any of the promises of this Agreement, the breaching party shall pay all expenses incurred by the other party in enforcing its rights under this Agreement, including an attorney's fee reasonable in amount, and court costs, including appeal(s).

#### **12. Guided Interview Disclaimers**

A "Guided Interview" is a series of questions in MyCase that, based on your answer to the questions, will help you generate documents you need to file in court proceedings. MyCase is provided as a public service of the Administrative Office of the Courts. The information in MyCase, including information provided in Guided Interviews or through the MyCase chat bot, is NOT intended to serve as legal advice and cannot be construed as legal advice. Legal advice should be sought from a licensed attorney, admitted to practice law in Utah. If you need help finding a qualified attorney, the Utah State Bar maintains a lawyer referral service and its phone number is 800-698-9077. While you have the right to self-representation, representing yourself is a serious responsibility and you may be at a significant disadvantage by choosing to represent yourself. During the course of self-representation, you bear full responsibility for understanding all laws, rules, and procedures related to your case. You also assume all responsibility for any assistance you receive from a non-attorney to complete documents or forms filed with the Court, including assistance that does or does not comply with the Utah Code of Judicial Administration, Rule 14-802 and Utah Code 78A-9-103. You are strongly advised to consult with an attorney to assist you in completing documents and forms.

Information collected for generating documents through MyCase's Guided Interviews will be retained for 270 days after the last time you update the information in your Guided Interview. After that, the information will be automatically deleted. Once this information is deleted, you will be required to re-submit all information necessary to generate documents through MyCase's Guided Interviews.

#### **13. User Responsibilities**

In addition to any other responsibility provided in this Agreement, users acknowledge that documents generated by MyCase are court documents. Users agree not to make any false statements or representations in any documents generated through MyCase. Making false statements or representations is punishable as a crime and may lead to civil liability and contempt of court. Such punishments may include fines, incarceration, sanctions, and termination of your authorization to use MyCase. MyCase users also acknowledge and agree that certain documents filed with the Court will be classified as public and accessible by anyone who requests access to such documents. You are responsible for correctly filing all nonpublic information or making requests to classify documents as nonpublic.

#### **14. E-filing**

My Case permits users to file documents in some cases. In conjunction with other provisions related to generating documents through MyCase and storing documents in MyCase, users acknowledge and agree to abide by the following provisions related to filing documents through MyCase into the Court's docket or record. All documents filed with the Court are electronically transmitted and users agree to accept all liability for failure to abide by the provisions related to e-filing authorization, confirmation of filings, and any errors that may occur in MyCase while electronically transmitting and filing your documents. When users file documents in MyCase, they are considered "submitted." The date users submit their documents is the date such documents are "filed," but only after court staff review the documents and accept them into the record. Court staff may review and accept documents later than the date in which they were submitted, but in any event, once the documents are accepted, the documents are still considered "filed" on the same day they were "submitted." After filing a document through MyCase, users will be notified immediately whether an error occurred while filing the document, or will receive a notification that the document requires revision or was filed successfully. Users will also receive a notification when another MyCase user files a document successfully. Users accept all responsibility for confirming that documents are submitted correctly. After documents have been filed with the Court, and court staff have accepted the documents into the record, MyCase users must serve the documents in accordance with laws, rules, and procedures, including, but not limited to, those established in the Utah Code, Utah Rules of Civil Procedure, Utah Rules of Criminal Procedure, Utah Rules of Juvenile Procedure, Utah Rules of Small Claims Procedure, and the Utah Code of Judicial Administration.

If documents filed through MyCase are rejected and returned to the user by court staff, users acknowledge that the documents are no longer considered filed. Returned documents may be reviewed to see why the filed documents were rejected. Re-submitted documents will be considered filed on the same day they were submitted, but only if court staff accept the documents and enter them into the record. You acknowledge that failure to properly file documents in MyCase in a timely manner, including confirming their submission and acceptance by the Court, may affect important legal rights, deadlines, the statute of limitations for any claims, and any other substantive or procedural rights guaranteed by Utah law. You assume all responsibility for failing to meet these requirements, and further agree to hold the AOC harmless from any document filing failure caused by MyCase's error or technical or electronic malfunction.

The AOC reserves the right to terminate your use of MyCase and any e-filing privileges for breaches or violations of this Agreement, making false statements or representations in any documents



generated or filed through MyCase, or as a result of a court's finding and order labeling you a vexatious litigant in accordance with Rule 83 of the Utah Rules of Civil Procedure.

#### **15. Acceptance of Service**

Pursuant to Rule 5 of the Utah Rules of Civil Procedure, and as permitted by Utah law, MyCase users agree to accept service of pleadings, motions, and any other filing by any party to a case, including notifications, rulings, orders, and judgments of the Court, through MyCase as an electronic filing account, and further agree to receive electronic service and notifications in MyCase. Notification and Service of such documents is deemed complete upon MyCase's notification sent to your email address. You agree to accept all liability and responsibility for ensuring your email address is up-to-date and for confirming receipt of notice of any filing served through electronic service and notification in MyCase. These provisions do not include service of process required by law. You are solely responsible for complying with applicable law, rules, and procedures for service of process.