## User Agreement

The Superior Court of California, County of Los Angeles ("COURT") requires that you read and agree to the

following terms and conditions for this web site (http://www.lacourt.org) before use:

- 1. COURT does not share with third parties any personal information you provide in the Create New Account or Continue as Guest section of this web site or in connection with the use of any services on this web site without first obtaining your informed consent or as provided in any other agreement relating to COURT's online services.
- 2. COURT provides security measures to protect your personal information, including credit card details, during and after your visit to our web site. Nevertheless, it is crucial that, as a user, you protect against unauthorized access to your password and to your computer and that you always sign off when finished using a shared computer. You should be aware that no system is impenetrable. It is your responsibility diligently to monitor your credit card statements, bank statements and similar personal information so as to discover and address as quickly as possible any misuse of your personal information. You can read our complete privacy policy by clicking here.
- 3. In consideration of your use of this web site, you agree to: (a) provide true, accurate, and current information as requested in the User Information section ("Registration Data") and (b) maintain and promptly update the Registration Data to keep it current. If you provide any information that is untrue, inaccurate, or not current, or if COURT has reasonable grounds to suspect that such information is untrue, inaccurate, or not current, COURT has the right to suspend or terminate your account and use of any services on this web site.
- 4. You will be able to designate your own username and password upon completing the Create New Account process. Please treat your username and password carefully as you would with your credit card or other important personal information. You are responsible for maintaining the confidentiality of the username and password of your account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify COURT via email at OnlineServices@lacourt.org of any unauthorized use of your password or account or any other breach of security, and (b) exit from your account at the end of each session.
- 5. COURT reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any services provided on this web site and any conditions of use with or without notice. You agree that COURT shall not be liable to you or to any third party for any modification, suspension or discontinuance of any services or parts of this web site.
- 6. You agree that COURT may, under certain circumstances and without prior notice, immediately terminate your user account and access to this web site. Cause for such termination shall include, but not be limited to, (a) breaches or violations of this User Agreement or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance of services or content modifications to this web site, (e) technical problems or errors, and (f) extended periods of inactivity. Termination of your user account includes removal of access to services on this web site that require user registration, and deletion of your password and all related information with your account.

- 7. If you choose to set up a Prepayment User Account, the funds you choose to deposit in your account are non-interest bearing and non-refundable.
- 8. Any user of the information and data provided by any section of this web site (www.lacourt.org) is hereby advised that the information and data are being provided "as-is" without warranty of any kind, and that they may be subject to errors or omissions. To the extent permitted by applicable law, COURT disclaims all warranties, including, without limitation, any implied warranties of merchantability, accuracy and fitness for a particular purpose, and non-infringement. The user acknowledges and agrees that neither COURT nor the County of Los Angeles nor any other governmental agency, entity or body nor any vendor or service relating in any way to our online efforts is or will be liable in any way whatsoever for the accuracy or validity of the information provided.
- 9. Under the Case Documents section of this web site, you can download scanned images of case documents. Please understand that as case documents are imaged via an automated system, they may occasionally include blank pages. The document download fees are assessed based on the total number of pages in the document image including blank pages.
- 10. COURT and the County of Los Angeles declare that information provided by and obtained from this web site, intended for use on a case-by-case basis, does not constitute the official record of the court and cannot be used as evidence in court.
- 11. You acknowledge and understand that name search results produced from the Search for Case by Defendant Name or the Search for Case Number by Name sections of this web site might contain records of different people of the same name, and it may not contain records of the person for whom you are searching.
- 12. In no event shall COURT, Los Angeles County or any other governmental agency, entity or body or any vendor or service provider associated with any of our online efforts be liable for damages of any nature based on any theory of liability, including but not limited to contract, negligence or other torts (including intentional torts), including but not limited to damages for loss of property, loss of profits, lost, 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 this web site. Accordingly, you acknowledge and understand that you use this web site at your own risk and that your agreement to this Section 12 is a material inducement to COURT's decision to make this web site available for your use.
- 13. For additional information or questions kindly contact us by email at OnlineServices@lacourt.org.

By accessing and using Online Services you indicate that you have read and understood the terms and

conditions and agree to use this web site in accordance with the terms and conditions set forth above.

## **Create New Account**

There are two types of user accounts: Regular and Prepayment. Users may also continue as Guest.

- A **Regular** account is designed for occasional/individual users. It is a "pay-as-you-go" model whereby our system will attempt a credit card authorization for each transaction. Your credit card will be charged according to the published <u>fee schedule</u> with your active on-screen confirmation. Transaction information is found on the Account Information page, displayed after login.
- A Prepayment account is designed for high-volume/business users. It allows users to deposit at any time a non-refundable, non-interest-bearing amount (between \$500 to \$5,000) into your account. Name search fees (based on the published <u>fee schedule</u>) and/or document download fees will be debited from your prepayment deposit each time you perform an online transaction. Online transactions are processed more expediently as a credit card authorization is not required for each transaction. Users may establish a prepayment account by sending a request for "Prepayment Account" via e-mail to OnlineServices@lacourt.org. Please include:
  - $\circ$  the account User ID,
  - the last four digits and billing address of the credit card registered with the account for verification purposes,
  - the name and address of the organization, if applicable,
  - $\circ$  the estimated number of transactions per month, and
  - the name and phone number of a contact person.

Once received and verified, we will convert your account to a prepayment account and notify you by e-mail. At that time, you may deposit funds into your account.

## **Multiple Users Account Option**

Online Services allows multiple users (members) to share one account to pay for transactions using the same credit card or prepayment funds. Account management is available by logging in with the administrator User ID which was selected when the account was opened. The administrator is not a specific individual but is the person who manages the account.

The administrator can add or remove credit card information stored with our payment processor, add new members, set a member's status to active or inactive, and access all available account transaction and prepayment deposit information. When adding a new member, the administrator designates the User ID, Name, and email address. Online Services will send an email to the new member for verification and password setup. Individual members may only access available transaction information associated with their User ID.

Please see our Frequently Asked Questions for additional information on the Multiple Users Account Option.