

TERMS OF SERVICE AGREEMENT

MyCourtMN Web Service

AGREEMENT BETWEEN USER AND MINNESOTA JUDICIAL BRANCH

The MyCourtMN website is comprised of various web pages operated by Minnesota Judicial Branch. MyCourtMN is offered for your use conditioned on your acceptance of the terms, conditions, and notices listed below. Your use of MyCourtMN constitutes your agreement to all such terms, conditions, and notices.

REGISTRATION

The use of MyCourtMN requires your registration. You agree to provide accurate and complete registration information. It is important to keep your account private and not share your MyCourtMN login and password with others. It is important to maintain and diligently monitor your account's e-mail address for notices from the Minnesota Judicial Branch. It is also important to update your MyCourtMN account if your e-mail address changes.

CONFIDENTIALITY/PRIVACY POLICY

MyCourtMN account creation information, including but not limited to your identity, username, and designated email address, is accessible to the public if requested. Additionally, interview responses, draft documents, and any other data and documents that are created or housed in the MyCourtMN accounts are accessible to the public unless the data or documents are classified as non-public under the Minnesota Rules of Public Access.

COOKIES

In an effort to enhance the web browsing experience and make sessions as seamless and efficient as possible, many websites employ "cookies." Cookies are essentially small bits of software placed on a web user's hard drive by the host server. Some cookies, known as "persistent cookies," are capable of storing and maintaining the personal information of users so they will be easily recognized by the host site whenever they return. The Minnesota Judicial Branch does not use "persistent cookies." The Minnesota Judicial Branch limits its use to "session cookies," which do not permanently collect any personally-identifying information from users or track user activities beyond the website or application. These cookies are temporarily stored in the user's computer memory and are normally deleted when the user leaves the site, exits their browser, or logs off the computer.

MODIFICATION OF THESE TERMS OF USE

Minnesota Judicial Branch reserves the right to change the terms, conditions, and notices under which MyCourtMN is offered, including but not limited to the charges associated with the use of MyCourtMN.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of MyCourtMN, you warrant to Minnesota Judicial Branch that you will not use MyCourtMN site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use MyCourtMN in any manner which could damage, disable, overburden, or impair MyCourtMN or interfere with any other party's use of MyCourtMN. You may not use the MyCourtMN site to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through MyCourtMN. If using your MyCourtMN account to submit filings to the court, you agree to only submit filings from this account in cases where you are a party; your account may not be used to file on behalf of another person.

TERMINATION/ACCESS RESTRICTION

Minnesota Judicial Branch reserves the right, in its sole discretion, to terminate your access to MyCourtMN and the related services or any portion thereof at any time, without notice.

LIABILITY DISCLAIMER

CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. MINNESOTA JUDICIAL BRANCH MAY MAKE IMPROVEMENTS AND/OR CHANGES TO MyCourtMN AT ANY TIME. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MINNESOTA JUDICIAL BRANCH BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF MyCourtMN, WITH THE DELAY OR INABILITY TO USE MyCourtMN OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SERVICES AND RELATED DOCUMENTS OBTAINED THROUGH MyCourtMN, OR OTHERWISE ARISING OUT OF THE USE OF MyCourtMN, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MINNESOTA JUDICIAL BRANCH HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE

DISSATISFIED WITH ANY PORTION OF MyCourtMN, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING MyCourtMN. IT IS YOUR RESPONSIBILITY TO VERIFY ANY DOCUMENTS CREATED OR OBTAINED THROUGH MyCourtMN ARE SUCCESSFULLY TRANSMITTED AND FILED WITH THE COURT.

SEVERABILITY

Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

GOVERNING LAW

This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

VENUE AND JURISDICTION

Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota.

INTEGRATION

Unless otherwise specified herein or in other program-related material, this agreement constitutes the entire agreement between the user and Minnesota Judicial Branch with respect to MyCourtMN and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Minnesota Judicial Branch with respect to MyCourtMN. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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