

South Dakota Unified Judicial System **eCourts User Agreement**

The South Dakota eCourts Portal provides remote access to certain court documents and record information to South Dakota attorneys and licensed abstracters. To receive access the User must be a licensed South Dakota attorney in good standing and be a member of the File & Serve public list or be a licensed South Dakota abstracter. The User understands that if they fail to remain a licensed attorney or abstracter in good standing or fail to use File & Serve for electronic filing when required use of the eCourts Portal will be revoked.

User Name and Password Protections

A User name and password is required for use of the eCourts Portal. The User agrees not to share the User name and password with anyone outside their office. If the User shares the User name and password with employees within their office, the User understands and acknowledges that he/she shall be responsible for all use or activity on that account, including use of the account by any third party authorized by User. User shall ensure that an authorized third party within his/her office is familiar with the terms of this Agreement. It is the User's responsibility to change the password when any employee with knowledge of the password leaves the office. The User agrees to protect the security of their password and to immediately notify the South Dakota Unified Judicial System's technology department in the event the User suspects the password may have been compromised.

The User agrees to change their password every 180 days. If the password exceeds 180 days the User's account will be disabled. A new password cannot be one of the previous 5 passwords chosen by the User.

The User also agrees to update their contact information, including a current email address, with the South Dakota Unified Judicial System. The User agrees to notify the South Dakota Unified Judicial System's technology department of any new email address to ensure the email address matches the email filed with the South Dakota State Bar Association, the email address associated to the User's attorney record in Odyssey and the email address used to register for the site. If the User does not notify the Unified Judicial System's technology department of the new email address the User's account will be disabled.

The User's account will be disabled if they have not logged into the eCourts Portal for a period of more than 180 days.

States Attorney Account

If the User is a full or part-time States Attorney the User agrees to provide and maintain a current list of all Deputy States Attorneys employed within the States Attorney's office along with a point of contact to ensure appropriate access to case information for any Deputy States Attorney. The States Attorney agrees to notify the Unified Judicial System's technology department of any change in personnel and will provide, upon request, an updated list of the Deputy States Attorney's within their office.

Prohibited Uses

The User is expressly prohibited from reproducing, publishing, selling, reselling or otherwise disseminating data or information accessed pursuant to this User Agreement, except as permitted by law. The information accessed is not intended or permitted to be used for commercial resale.

User agrees to use the eCourts Portal as permitted by applicable local, state, and federal laws. User agrees, therefore, not to: 1) knowingly and without authorization, alter, damage, or destroy South Dakota Unified Judicial System's or another User's computer system, network, software, program, documentation or data contained therein; 2) use this service to conduct or attempt to conduct any business or activity or solicit the performance of any activity that is prohibited by law.

Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, at our sole discretion, and we may also refer User to appropriate law enforcement agencies.

Background Checks and Name Searches

BACKGROUND CHECKS SHOULD BE CONDUCTED THROUGH THE CLERK OF COURT. THE eCOURTS PORTAL IS NOT A SUBSTITUTE AND CANNOT REPLACE AN OFFICIAL BACKGROUND CHECK THROUGH THE SOUTH DAKOTA CLERK OF COURT.

NAME SEARCHES CAN BE UNRELIABLE. Use caution in evaluating eCourts data, as the person for whom you have searched could have the same name, birth date, or other identifiers as another individual. Even if you believe your search has returned the correct match and the information appears to be about the person for whom you have searched, remember that two or more persons can have the same name and birth data, and persons may use aliases or the names of others.

Limitation of Liability

The South Dakota Unified Judicial System provides no warranties of any kind or nature, express or implied, and specifically disclaims any and all warranties of any kind or nature, express or implied, and specifically disclaims any and all warranties with regard to any computer programs, materials or services in connection with the eCourts Portal. The South Dakota Unified Judicial System diligently strives to maintain accurate, complete and timely data available through the eCourts Portal but shall not be liable for any consequential, exemplary, incidental or special damages arising from or in connection with data or information accessed through the eCourts Portal.

Without waiving any other defenses or immunities provided by law, the South Dakota Unified Judicial System shall not be liable for any demand or claim, regardless of form of action, arising out of or incident to the posting of information or data on the eCourts Portal, the accessing or use of any information or data on the eCourts Portal, and/or the acts or omissions of any person or entity accessing or use of any information from the eCourts Portal. This includes, but is not limited to, claims arising out of or incident to incorrect or incomplete data or information accessed pursuant to this User Agreement.

User hereby relieves and releases the South Dakota Unified Judicial System from liability from any and all damages resulting from interrupted service of any kind.

User acknowledges that no joint venture, partnership, employment or agency relationship exists between the User and the South Dakota Unified Judicial System as a result of this Agreement or use of the eCourts Portal. User agrees not to hold himself or herself out as a representative, agent, or employee of the South Dakota Unified Judicial System and the South Dakota Unified Judicial System shall not be liable for any representation, act or omission of the User.

Nothing in this agreement shall be construed as waiving the sovereign immunity of the South Dakota Unified Judicial System.

Indemnity

As a condition of use of the eCourts portal the User agrees to indemnify the South Dakota Unified Judicial System against any and all liability, expenses (including attorney's fees) and damages arising out of claims resulting from User's use of the eCourts portal, including without limitation any claims alleging facts that if true would constitute a breach by User of these terms and conditions.

Jurisdiction

This Agreement is governed by the laws of the State of South Dakota. User consents to the exclusive jurisdiction and venue of courts in Hughes County, South Dakota in all disputes arising out of or relating to the use of the eCourts portal. Use of the eCourts Portal is not authorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Severability

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Assignment

This User Agreement may not be assigned to another party without the express written consent of the South Dakota Unified Judicial System.

Entire Agreement

This Agreement constitutes the entire agreement between the User and the South Dakota Unified Judicial System with respect to the eCourts portal and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and the South Dakota Unified Judicial System with respect to the eCourts portal.

Consent to Conditions

Use of the eCourts Portal is conditioned on acceptance of the terms, conditions, and notices contained herein without modification. User access and use of this site constitutes acceptance of these terms and conditions. The User understands that this User Agreement may be amended in writing by the South Dakota Unified Judicial System and that by consenting to continued use the User accepts those terms and conditions.

User Agreement Summary

- I agree not to share my User name or password with anyone outside my office.
- I understand it is my responsibility to change the password when any staff with the knowledge of the password leaves the office.
- I agree to change my password every 180 days; if my password is not changed, I understand my account will be disabled.
- I understand my new password cannot be one of the previously used 5 passwords.
- I acknowledge my account will be disabled if I have not logged into the site for a period of 180 days.
- I agree to protect the security of my password and to immediately notify the Unified Judicial System's technology department if I suspect my password may have been compromised.
- I agree to notify the Unified Judicial System's technology department if I have a new email address to ensure the email address matches the email filed with the South Dakota State Bar Association, the email address associated to my Attorney record in Odyssey and the email address used to register for the site. I understand if I do not notify the Unified Judicial System's technology department of my new email address, my account will be disabled.
- If I am a States Attorney, I agree to provide and maintain a current list of all Deputy States Attorneys employed within my office along with a point of contact to ensure appropriate access to case information.