

Terms of Service for Denver County Court E-filing Services (DCCES)

Welcome, Introduction and Overview Information

Thank you for using the Denver County Court E-filing Services program (hereinafter DCCES or “site”). This site is wholly owned, operated and maintained by the Denver County Court (“Court”), 1437 Bannock St., 111 Denver, CO 80202, United States. By using this site, you are agreeing to these Terms of Service / Terms and Conditions (TOS) in their entirety.

PLEASE READ CAREFULLY

The DCCES is the official and only electronic filing portal for *Denver County Court* civil cases. This site is intended solely for the purpose of electronic filing, serving and searching electronic documents, by authorized users, for civil matters before the *Denver County Court*. This site is independent of, and not associated with, the Integrated Colorado Courts E-Filing System (ICCES), which is the electronic filing site for the State of Colorado Judicial Department. These Terms of Service (TOS) are specific only to this site.

The Court reserves the right to modify the TOS to meet the needs of the Court in conducting its day to day business, and notice of such modification will be posted under the “**ANNOUNCEMENT**” tab on the site homepage. Modifications to the TOS shall take effect immediately unless otherwise stated in the notice or elsewhere in the TOS. Use of the site constitutes compliance with the TOS, including modifications as they occur by our visitors / users (“user, users, user’s, user(s)”).

User should review the TOS on a regular basis in order to be aware of any modifications that have been made. The TOS, as amended and modified, constitutes the entire agreement between the Court and the user.

The TOS is the legally binding Terms of Service / Terms and Conditions for the use of this site.

If you have any questions about the TOS, you may contact us at: dccfeedback@denvercountycourt.org.

Disclaimer

Within the TOS are references to *Pro Se Users*, *Pro Se User Accounts* and the ability for Pro Se Users to use this site for Small Claims cases. All references to Pro Se Users and Small Claims cases are in anticipation of future enhancements to the DCCES.

ALTHOUGH PRO SE USERS AND SMALL CLAIMS CASES MAY BE REFERENCED IN VARIOUS PORTIONS OF THE TOS, THERE ARE NO PRO SE OR SMALL CLAIMS FEATURES CURRENTLY AVAILABLE VIA THIS SITE.

Specific Functions Not Provided By Site

This site will not provide any type of mail service, via the U.S. Postal Service or any other provider, for any user of this site.

Governing Law, Severability and Rejection of Waiver:

This site and the associated TOS are governed by the laws of the State of Colorado, United States. If any part of the TOS is deemed to be invalid or otherwise unenforceable, it shall have no bearing on the remaining provisions set forth in the TOS; and as such, those provisions shall remain in full force and effect.

The Court’s failure to enforce any portion of the TOS or other rights it may possess, shall not be deemed to be a waiver of any future or subsequent rights to enforce any provisions of the TOS.

Terms of Service for Denver County Court E-filing Services (DCCES)

Proprietary Rights, Intellectual Rights, Copyrights and Trademarks

This site and all of its original content are the sole property of the *Denver County Court* (Court), and is protected by one (1) or more intellectual, proprietary, trade mark and copyright laws, both under the governing laws of the United States and / or international law. User(s) agrees not to infringe upon those rights.

The “Denver D” logo which appears prominently on the site is a trademark of the City and County of Denver (“City”), and is used with the permission of, and at the request of, the City and County of Denver.

A core use of this site and related services allows an authorized user to upload content to which the user and / or a third party may have one (1) or more valid ownership rights; intellectual, proprietary or otherwise. By uploading content, it is agreed by the Court and the user(s) that all ownership rights are maintained by their respective owner(s) in their entirety. However, by uploading content, the user(s) agrees that they are transferring to the Court an irrevocable right to keep and make copies, modify copies, process copies, and serve and distribute copies of the uploaded content as part of the Court’s regular course of business as it relates to each individual case. Additionally, any and all uploaded content becomes part of, and therefore the sole source of, the content for the official Court record(s) created by the user(s) for the respective case(s) filed via DCCES.

The user agrees that they shall not reverse engineer any part of the site.

Except as provided under the User Responsibilities section of the TOS, all users agree that no part of the site shall be copied or used without the express written permission of the Court.

Links and Licenses for Third Party Vendors, Subcontractors & Partners

This site may contain links to other websites operated by parties not under the care and control of the Court, including, but not limited to payment gateway provider(s). These Third-Party Vendors have resources and content that is outside of the control of the Court, and as such, the Court cannot and does not assume any liability for the content, policies, and practices of any Third Party Vendor. The Court has no obligation to maintain and upgrade any software provided by a Third-Party Vendor. User(s) agree to indemnify and hold harmless the Court for any actions or events that are the result of using other sites or resources of Third Party vendors.

In order for user(s) to utilize all features of this site, user(s) agree that it may be necessary to utilize a Third-Party Vendor resource that is provided on this site. User(s) shall comply with all license and TOS requirements of any Third-Party Vendor resource that is provided via this site.

Miscellaneous Definitions

As used within the TOS, the following terms words shall have the following definitions.

e-filing, e-Filing

(all variations thereof): Refers to the electronic filing, via this site, of any document, exhibit or thing, in an electronic format, with the intent that it be a case filing, an exhibit to a case or case filing, or otherwise a part of any new or existing case; with such case being a civil matter within the *Denver County Court*. E-filing is initiated by a party to a case, and originates from the user.

Terms of Service for Denver County Court E-filing Services (DCCES)

e-Serving, E-serving,

(all variations thereof): Refers to the electronic serving, via this site, on one or more other parties to a case of any document, exhibit or thing, in an electronic format, with the intent that it be a case filing, an exhibit to a case or case filing, or otherwise a part of any new or existing case; with such case being a civil matter within the *Denver County Court*. e-Serving may originate from either a user or the Court.

Uploading: Refers to any electronic transfer of information, data, document, exhibit or thing, in any electronic format, onto this site. Uploading may occur from either a user, a Pro Se user, or the Court.

Content: Refers to any electronic data or information on this site, regardless of its originating source.

Definition of Users and User Accounts

Authorized User: The Court and this site, recognize only three (3) categories of Authorized users who are not already employees or authorized agents of the Denver County Court. Those categories are: **Pro Se User**, **Legal Staff** and **Attorney**. A definition for each of these categories appears within the TOS, and regardless of the category, a user is not considered to be an Authorized user unless they meet all three (3) of the following criteria:

1. Have registered with the Court to be a:
 - a. Pro Se User, or;
 - b. Registered as an Organization in order to have one or more attorney(s), or legal staff as an authorized user(s).
2. Have valid login credentials (user name and password), and;
3. Have a user account that is in good standing, and is not suspended, revoked, or otherwise terminated, inactive, or deemed deactivated.

Authorized User Account: Refers to any user account created by the Court for a Pro Se User, Legal Staff or Attorney; and where such account has valid login credentials (user name and password); and is in good standing and is not suspended, revoked, or otherwise terminated, inactive, or deemed deactivated.

Pro Se User: Refers only to an individual user, who is not represented by an attorney. Pro Se users may only use this site for Small Claims cases.

Pro Se User Account: Refers only to an Authorized User Account created by the Court, for a Pro Se User.

Attorney: Refers only to a Colorado Licensed Attorney in good standing with a valid and active Colorado Bar (attorney registration) number. In certain specific circumstances and only if granted by the Court, an out of state attorney who has been granted rights to temporarily practice law in Colorado, *Pro Hac Vice*, may be considered an Attorney for the purposes

Terms of Service for Denver County Court E-filing Services (DCCES)

of using this site, however, the Attorney must be created rights as an Authorized User as part of an Organization granted rights to use this site. In no circumstance can the out of state attorney be a member of an Organization for the purposes of this site, where that Organization was not granted rights by the Court to oversee the out of state attorney.

Legal Staff:

Refers to a person(s) who work for an organization as defined in the TOS., but not in the capacity of a private attorney for the case(s) filed on behalf of the organization via this site. Legal staff include, but are not limited to: paralegals, collection staff, and administrative staff, who are authorized by one or more attorney(s) in their organization to perform E-filing and e-Serving of documents on behalf of their attorney(s), for civil matters filed within the *Denver County Court*.

Organization:

Pro Se Party(ies) are specifically excluded from being part of any organization as defined by these TOS.

Refers to either an individual attorney who is registering, or has registered to be an authorized user of this site; or to a group of two (2) or more attorneys and any legal staff, who are registering, or has registered to be an authorized user of this site.

Any authorized user who is not a Pro Se user, must be registered as part of an organization.

Organizations are divided into two (2) subcategories: Law Firm and Government Agency, as defined in the TOS.

Law Firm: Law firm refers specifically to a single private attorney, or grouping of two (2) or more attorneys; and may have any number of legal staff. A law firm is not required to have any legal staff in addition to an attorney. Law firm includes private attorney(s) who may be pursuing the civil cases on behalf of a government agency. The definition of law firm does not include any governmental law firm, including but not limited to, a City Attorney, District Attorney, or Attorney General.

Government Agency: A government agency for the purposes of this site, refers only to the State of Colorado and includes all state agencies and institutions, or any political subdivision thereof. This includes any governmental law firm, including but not limited to, a City Attorney, District Attorney, or Attorney General.

Organizational Profile:

Refers to an organization that is registering, or has registered with the Court to be an authorized user of this site. The organizational profile shall delineate the names of the users, the category of user (attorney or legal staff), telephone and email

Terms of Service for Denver County Court E-filing Services (DCCES)

contact information, the party designated to be the Principal for the organization, and any other information deemed necessary by the Court for creating and maintaining a user account for an organization.

Principal:

Refers only to an individual attorney, as defined in the TOS, who has designated themselves to be the party financially responsible for all transactions by their organization on this site; regardless of whether those transactions were conducted by the attorney user or other authorized user for their organization.

For organizations with only a single attorney, that attorney is designated by default as the Principal to the organization.

Organizations registered as a Government Agency as defined in the TOS are exempt from paying filing fees and other fees associated with the use of this site and are, therefore, exempted from the requirement of designating a Principal in the organizational profile for their organization.

User:

Any past or present visitor, user or authorized user of this site.

Revocable Single Use License

Upon creation of a user account, the Court grants the user a single non-exclusive, non-transferrable, revocable license for use of this site; for the sole purpose of E-filing, e-Serving and searching electronic filings for civil cases within the *Denver County Court*. For Pro Se Users, the license applies only to Small Claims cases within the Court.

Any organization or Pro Se user can have no more than one (1) valid license for this site in effect at any given time.

Any Attorney who is a member of two (2) or more organizations may have multiple licenses in effect at any given time, however, each of those licenses is a single use license for the specific organization to which the attorney is a member. At no time is an attorney authorized to have a number of licenses greater than the number of organizations to which they are a member.

Users agree that use of the site will be confined to the purpose(s) of the site as set forth herein, and that they shall not use the site in violation of any federal, state or local rule, regulation, code, statute or ordinance. Pursuant to the **Fair Credit Reporting Act (FCRA), Title 15 USC § 1681, et seq.** All users of this site agree to not use any information that may be available on this site for the purpose of establishing eligibility of a consumer for credit or insurance to be used primarily for personal, family or household purposes, for employment purposes, for residential tenant screening, for governmental licenses or for other uses which are covered by the FCRA.

Term and Termination of Authorized User Account

An authorized user account is effective upon creation of login credentials (user ID and password) and shall continue until such time as terminated by the Court, the user, or otherwise pursuant to the TOS as outlined in this section.

Terms of Service for Denver County Court E-filing Services (DCCES)

A user may terminate their account at any time and for any reason. User agrees that termination of their account does not terminate any financial obligations of the account holder for any charges, fees, or costs incurred which are associated with the use of this site; which may be due to the Court, the State of Colorado, other parties to cases filed in the *Denver County Court*, or due to any Third-Party vendor(s) or subcontractor(s), including but not limited to monies due to our payment gateway provider. Failure to pay all charges, fees and costs may result in legal action, reporting to the Colorado Supreme Court Attorney Regulation Counsel, and possible civil liability.

The Court, at its sole discretion, may deactivate any authorized user account for any of the following reasons:

- 1.) Without cause upon thirty (30) days written notice to the user;
- 2.) At the request of an authorized user where the account is in good standing and no charges, fees or costs are due to the Court or its vendors or subcontractors;
- 3.) Immediately upon knowledge of a breach of the TOS;
- 4.) Immediately upon a user account becoming delinquent or otherwise out of good standing.
- 5.) Immediately for any attorney user who has had their Colorado Bar number become inactive, suspended, disbarred or otherwise unable to practice law within the State of Colorado;
- 6.) If an account has not engaged in any user activity for a period of at least six (6) consecutive months.

The Court, may engage reciprocally with the State of Colorado Judicial Department and ICCES; and users who are deactivated at either ICCES or this site, shall be reported to the other site for consideration of similar action.

Breach of TOS

Breach of any provision of the TOS may result in an immediate deactivation of the user account(s) for this site for any authorized user(s) or organization(s).

Unauthorized Access

Any attempt(s) to access, upload content, or otherwise utilize the site, database and its services and / or features by other than an authorized user is expressly prohibited and may be subject to criminal prosecution and / or civil liability, including, but not limited to criminal prosecution under the Computer Fraud and Abuse Act of 1984 as amended. Any attempt(s) to tamper with any content on the site will be reported to appropriate law enforcement and the Colorado Supreme Court Attorney Regulation Counsel (if applicable).

In the event that malicious software is detected on the site, and regardless of the source of that software, the Court reserves the right to remove any content from the site which may have been infected. If this includes content that was uploaded to the site by a user as part of the E-filing and e-Serving processes, it shall be the sole responsibility of the user to recreate an re-upload new copy(ies) of non-infected content to the site. The Court shall have no duty to recreate the user's content when malicious software has been detected.

User Responsibilities

User(s) is solely is responsible for keeping their account in good standing; maintaining accurate records for their organizational profile and amending their organizational profile to reflect changes in the

Terms of Service for Denver County Court E-filing Services (DCCES)

designated Principal and / or when users join or leave their organization(s), and must do so within a timely fashion not to exceed fourteen (14) calendar days from the date of change to the organizational profile.

User(s) is solely responsible for setting and maintaining their account preferences, including, but not limited to, notifications, alerts and other user definable preferences on the site.

User(s) is solely responsible for ensuring that they are uploading, E-filing and e-Serving to the correct case(s). The standard fees apply to use of the site, regardless of whether the user made an error for the case to which they were E-filing and / or e-Serving. If the user believes they filed to an incorrect case, it is the user's responsibility to take corrective action(s) to ensure the E-filing and / or e-Serving becomes associated with the correct case. With the exception of Government Users who are exempt from paying fees, the Court will not administratively grant a refund for errors made by a user when E-filing and / or e-Serving to an incorrect case. It shall be the user's responsibility to petition the Court with a formal written motion when requesting a refund in circumstances where the user E-filed and / or e-Served to an incorrect case. User agrees that even in the event of a user error, the Court and the site provided a service, and the court incurred a cost in performing that service in the way of monies and / or labor; and as such the discretion to refund any fees resides solely with the Court and will be determined on a case by case basis.

User is responsible for training of their employees and users who access this site. To assist in this training, the Court will provide in the "**Resources**" section of this site, basic training and informational documentation to assist all users. To the extent that it is necessary for training purposes by the user, the Court waives copyright protection of those training documents.

DEFINITION AND WORD USE:

Any word(s) not specifically defined in the TOS, shall have the usual, customary, and generally acceptable definition for that word(s) apply.

Words referring to organizations and individuals, such as user, attorney, staff, organization, party, third party vendor and site provider refer to both the singular and the plural and are used interchangeably as the singular or plural, whether or not delineated in that capacity by text or parenthesis (e.g. user, users, user(s)).

Possessive use of words referring to organizations and individuals, such as user, attorney, staff, organization, party, third party vendor and site provider refer to both the singular and the plural and are used interchangeably as the singular or plural, whether or not delineated in that capacity by text or punctuation (e.g. user's, users').

Limitation of Liability

The site is an internet based site and as such, may be subject to many events that are outside of the control of the Court, including but not limited to, malicious attacks, hacking, denial of service attempts, and interruptions with transmission lines, wireless computer signals, and hardware / software failures.

In the event that the Court becomes aware of a malicious attack or the presence of malicious software on the site, the Court will use reasonable and customary efforts to protect users against contamination of their systems when connected to the site, and to identify, correct or remove any malicious software that is placed on the site. However, the neither the Court nor the site can guarantee that malicious software will not affect/effect the user(s) and neither the Court nor this site should be viewed as a substitute for the user(s) to provide their own adequate anti-virus or other similar software program(s).

Terms of Service for Denver County Court E-filing Services (DCCES)

To the extent allowed by law, the City, the Court, and their subcontractors, employees, assignees, and heirs (jointly and severally referred to as “service providers”) shall not be liable to any user, user’s clients, customers or any other Third Party for any of the following:

1. Any claim(s) based upon a rejection of a document by the Court, allegations of defamation, libel or slander contained in any document or content on the site; infringement of any intellectual property rights for any content on the site; or any content and format on any content on the site.
2. Any loss, injury, claim, liability or damage of any kind resulting from use of the site; errors or omissions on the site, delays in delivery, E-filing, e-Service, or electronic searches with the site; unavailability or interruption of the site and / or its features, in whole or in part; problems related to wireless or wired electronic connections of any type to the site; alteration or destruction of any content on the site as a result of unauthorized access by any Third Party; damages of any type to the user’s computer(s) and / or system(s) as a result of malicious software introduced to the site by a Third Party.
3. IN NO EVENT, SHALL THE SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER; INCLUDING WITHOUT LIMITATION, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF REVENUE(S), PROFIT(S) DATA OR OTHER INFORMATION; WHETHER OR NOT USER WAS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

Charges, Fees, Billing and Payment

All charges and fee structures, policies, and procedures related to the use of this site, are those of a Third-Party vendor providing services as a payment gateway provider for this site; and are incorporated by way of reference to these TOS in their entirety, and can be viewed by clicking [here](#).

There are no fees for creating or maintaining an organization, account, or any related user(s) for DCCES.

Statutory filing fees are subject to change at the discretion of the Colorado Legislature, Colorado Supreme Court or other legally governing body. Current filing fees can be viewed by clicking [here](#).

Fee Waivers for Government Agency

Attorney and / or Legal Staff users as defined in the TOS who are representing or performing legal services on behalf of a government agency as defined in the TOS, are exempt from filing fees and usage fees for this site. Users acting in this capacity may select the fee waiver option when performing E-filing and / or e-Serving on this site.

All fee waiver selections made via this site will be monitored by the Court. Misuse of the fee waiver option may result in the immediate deactivation of user account(s) for the organization(s), reporting of attorney user(s) to the Colorado Supreme Court Attorney Regulation Counsel; and user(s) may also be subject to criminal prosecution and / or civil liability.

Terms of Service for Denver County Court E-filing Services (DCCES)

Warranty

The Court warrants that the site and the services provided by it use a commercially reasonable level of skill and care, to perform the functions and services set forth in the TOS, and / or on the site.

OTHER THAN AS EXPRESSLY SET FORTH IN THE **TOS**, THE COURT AND ITS THIRD-PARTY VENDORS AND SUBCONTRACTORS DON'T MAKE ANY SPECIFIC PROMISES ABOUT THE SITE OR THE SERVICES PERFORMED BY THE SITE. THE COURT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION OR COMPLETENESS OF ANY CONTENT UPLOADED TO THE SYSTEM, DOES NOT WARRANT THAT CONTENT WILL BE RECEIVED BY OR READ BY THE INTENDED RECIPIENT(S), WILL MEET THE USER(S) REQUIREMENTS, OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

TO THE EXTENT ALLOWED BY LAW, THE COURT DOES NOT WARRANT, AND THEREBY EXCLUDES, ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF NON-INFRINGEMENT.

Use of Site

By visiting and / or using this site, and / or its related services, the user is stating that they have read, understand and agree to the TOS in its entirety, as well as the companion Privacy Policy, which can be viewed by clicking [here](#).