

**Terms and Conditions for King County District Court**  
**e-Filing User Agreement**

By registering and using a King County District Court (KCDC) User Account, I will be a “Registered User” and agree to the following terms and conditions:

1. I understand as a Registered User of KCDC e-Filing, I am required to comply with court rules [GR 30](#), [LGR 30](#), and the KCDC [technical requirements](#) for e-Filing. I further understand that the terms and conditions of KCDC e-Filing may be amended from time to time without notice.
2. As an attorney using KCDC e-Filing (Attorney User), I represent that I am currently on active status and admitted to practice law before the courts of the State of Washington.
3. I understand that as an Attorney User I may include the signature of another attorney of record in my e-Filed documents, and in doing so I represent to the Court that the other attorney’s signature is authorized.
4. I understand that an attorney admitted *pro hac vice* may not register as an Attorney User, and all filings must be made by local counsel with whom the *pro hac vice* attorney is associated.
5. I understand that as an agent of an attorney, which includes but is not limited to an assistant or staff member employed by or contracting with an attorney who is registered as an Attorney User, I may register as a Registered User in my own name to e-File documents on behalf of the attorney.
6. I understand that the attorney is responsible for documents e-Filed by the attorney’s agent.
7. I agree to not share my User log-in credentials with anyone other than my authorized agent. I further understand if KCDC e-Filing is accessed using my log-in credentials, such access is deemed to have been conducted by me or by my authorized agent. If my log-in credentials are compromised, I will immediately change the log-in credentials and promptly notify KCDC.

8. I understand I am solely responsible for all claims, proceedings, liabilities, obligations and costs resulting directly or indirectly from the use of my User account, including any act or omission by any person to whom I have disclosed such information, or who received such information because I did not adequately protect my log-in credentials.
9. I will only use KCDC e-Filing for official court business.
10. I agree to keep all case information current with KCDC. This includes, but is not limited to: attorney of record, withdrawal from case, mailing address, e-mail address, telephone numbers and any changes with the Washington State Bar Association. I agree to notify KCDC within 10 days of any change to such information.
11. I agree to pay all fees related to the use of KCDC e-Filing. I understand fees must be paid upon filing, when required. I authorize KCDC to collect payment from me based upon the payment information I provide to KCDC. This authorization includes fees assessed under KCC 4A.634.100. If KCDC e-Filing is unable to process the payment for whatever reason, such filing will not be accepted.

## **LICENSE**

Subject to my compliance with these Terms and Conditions of this KCDC e-Filing User Agreement and the Terms of Use of the King County website, and my payment of any applicable fees, KCDC or its e-Filing system provider grant me a limited, non-exclusive, non-sublicensable license to access and make use of KCDC e-Filing for the purposes stated herein. This license does not include, for example, any derivative use of e-Filing or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to me in this User Agreement are reserved and retained by KCDC or its e-Filing system provider.

## **TECHNICAL REQUIREMENTS**

1. I agree to follow the KCDC technical requirements for e-Filing [link].
2. I understand I am solely responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access or use the KCDC e-Filing portal, including, without limitation, an

Internet connection, modem, hardware, software, firmware, peripherals, and telephone service. I am solely responsible for ensuring such equipment or ancillary services are compatible with KCDC e-Filing.

## **SUSPENSION, DISCONTINUANCE OR TERMINATION OF USE**

1. I agree that KCDC has the sole and absolute discretion to change, suspend, or discontinue any aspect of KCDC e-Filing at any time, including the availability of any service, feature, database or other content. I understand that KCDC may impose limitations on services, features and databases, or restrict Registered User access to parts of or the entirety of KCDC e-Filing, without notice or liability to KCDC.
2. I understand that KCDC will suspend my e-Filing User account if any information I provide during the User registration process is intentionally misrepresented or false. I may use KCDC e-Filing only as permitted by law.
3. I agree that if I violate any of the Terms of Use of King County's website usage, or this User Agreement, or if I take any action intended to harm KCDC e-Filing, or in any manner alter electronic documents or stored information, or make any unauthorized use of KCDC e-Filing, I commit misuse.
4. I understand that misuse, abuse, misrepresentation or providing false information may result in termination of my e-Filing User account, civil liability, criminal prosecution or other sanctions.
5. I understand if I file inappropriate, harmful or obscene content that is not relevant to a case, my KCDC e-Filing account may be terminated and that content may be removed from KCDC e-Filing.
6. I understand the terms and conditions of my User Agreement survive the termination of my authorization to e-File.

## **MISCELLANEOUS PROVISIONS**

1. I understand that the use of KCDC e-Filing does not in any way transfer or assign to me any ownership, intellectual property, or other proprietary rights in or to KCDC e-Filing or the records or filings contained in KCDC e-Filing.
2. I understand that unless authorized by the Court, I am prohibited from representing that any reproduction of any records, filings or content has been made in affiliation with or with the endorsement of KCDC.
3. I understand I am prohibited from reproducing multiple copies of any records, filings, training materials, logos or content for the purposes of commercial redistribution.
4. I may not incorporate any portion of E-Filing into other programs or compile any portion of it in combination with other programs. I cannot modify, create derivative works of, distribute, assign any rights to E-Filing.
5. I may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with E-Filing, whether in whole or in part.

## **JURISDICTION, VENUE AND CHOICE OF LAW**

I agree that any challenge or dispute regarding the terms and conditions of this User Agreement relating to its validity, construction, interpretation and enforcement shall be determined, governed and construed in accordance with the laws of the State of Washington, and that venue for all actions, disputes, mediation or arbitrations shall be King County, Washington

## **SEVERABILITY**

I understand if any section of this User Agreement is held void, unenforceable, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and will not affect the validity of the remaining portions of this User Agreement.

## **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

1. I understand that I assume the risk that any information or material downloaded by me may cause loss of data or damage to my computer systems, and that KCDC, its elected officials, management, employees or agents shall not be liable.
2. I understand that e-Filing is provided “as available” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement nor shall the distribution of this information constitute any warranty.
3. I understand KCDC assumes no responsibility for errors or omissions in KCDC e-Filing. To the fullest extent permissible under applicable law, under no circumstances, including, but not limited to, negligence, shall KCDC, its elected officials, management, employees, or agents be liable for any direct or indirect damages, even if parties are aware of the possibility of such damages, including without limitation, loss of profits or for any other incidental, special, consequential or exemplary damages, however caused, whether based upon contract, negligence, strict liability in tort, warranty, or any other legal theory, arising out of or related to the use of, or the inability to use, KCDC e-Filing.
4. I understand KCDC is not responsible for or liable for any damage, including damage caused by viruses, to my computer, computer system, or other property, during or on account of access or use of KCDC e-Filing or any sites to which KCDC e-Filing provides links.

 **I hereby acknowledge that I have reviewed the Terms and Conditions of this KCDC e-Filing User Agreement and the Terms of Use of the King County website, and agree to be bound by the Terms and Conditions stated therein.**