

USER AGREEMENT -- New Hampshire

Your access to, or use of, the New Hampshire Judicial Branch (NHJB) e-filing website is subject to the following User Agreement as well as all applicable laws and rules. By clicking on the "Register" button or the "Register Now" button during the registration process or the "e-File" button or the "Submit" button when you submit your forms, you agree to the following terms.

Section A. General Provisions

1. All applicable rules of court for the NHJB are incorporated into this Agreement. In the event that there are applicable amendments to the rules of court for the NHJB, those amendments shall automatically become part of this Agreement. To access the rules of court for the NHJB go to <http://www.courts.state.nh.us/rules/index.htm>. To access the new rules specific to small claims e-filing [go here](#).

2. The NHJB, its vendors, suppliers, Internet service providers, partners, affiliates or agents, and the employees and contractors thereof, are not responsible for any delays or non-delivery of your documents due to technical difficulties or for any other cause. All risk in connection with filing and/or e-serving your documents within the applicable statute of limitations period or any other statute, court rule, or court order, shall be borne by you; and the NHJB, its vendors, suppliers, Internet service providers, partners, affiliates or agents, and the employees and contractors thereof, shall have no liability in connection therewith. However, NHJB will make reasonable efforts to:

- a. perform an IT-based investigation of whether or not the party attempted to file;
- b. allow the filer to prove via their IT services that the email or filing left their network successfully; and
- c. allow a late filing, if permitted by law.

Failure to follow requirements found in NH Statutes, rules, this User Agreement, terms and conditions, policies, and requirements, will not constitute a valid excuse for failing to file in a timely and proper manner. These documents can be found on the [NH e-Court Project e-filing webpage](#).

3. Failure to have your documents delivered and accepted by the NHJB and/or the recipients of your e-service in a timely manner may affect valuable legal rights, including your ability to bring your case under the statute of limitations. Use of the NH e-Court Project e-filing website does not alter or extend any statutory deadlines or deadlines imposed by court rule or court order

4. If you do not receive timely email notification confirming delivery and acceptance of your documents by the NHJB, then it is your responsibility to confirm that your documents have been successfully delivered to, and accepted by, the appropriate court. You should receive delivery confirmation within minutes; you should receive acceptance confirmation within two business days. You can confirm delivery and acceptance of your documents by either logging in to the NH e-Court Project e-filing website or, for acceptance by the court, by contacting the court at 1-855-212-1234.

5. By clicking the e-File button or the Submit button, you acknowledge that the electronically filed

documents you are submitting are considered signed. False statements in your documents may subject you to criminal penalties and/or court sanctions.

6. You assume all risk associated with use of this site, including, but not limited to, identity theft and fraudulent credit card charges.

B. Conduct

You agree to access, and use, the NH e-Court Project e-filing website only for lawful purposes. You are solely responsible for the knowledge of, and adherence to, any and all laws, court rules, and policies pertaining to your use of the NH e-Court Project e-filing website. The NH e-Court Project e-filing website is not intended as a substitute for a lawyer. To the extent that you require legal advice, you should consult a legal professional.

By accessing the NH e-Court Project e-filing website, you agree you will not use this website to:

1. commit a criminal offense or to encourage others to engage in any conduct that would constitute a criminal offense or give rise to civil liability.
2. Post or transmit any discriminatory, libelous, harassing, defamatory, obscene, pornographic, or otherwise unlawful or inappropriate content.
3. impersonate other parties or entities.
4. upload any content that contains a software virus, computer code, files, or programs that may alter, damage, or interrupt the functionality of the NH e-Court Project e-filing website or the hardware or software of any other person who accesses the NH e-Court Project e-filing website.
5. Upload, post, email, or otherwise transmit any materials that you do not have a right to transmit under any law or contractual obligation.
6. Alter, damage, or delete any content posted on the NH e-Court Project e-filing website.
7. Disrupt the normal flow of communication in any way.
8. Make any unauthorized claims of a relationship with, or representation of, any business, association, or other organization.
9. Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation.
10. Post any material that infringes upon or violates the intellectual property rights of another.
11. Mine the NH e-Court Project e-filing website to collect personal information about others.
12. Engage in conduct that violates any copyright laws, worldwide, or carry out any unauthorized copying of information, images, or text contained in the NH e-Court Project e-filing website.

C. Use of Information and Responsibility for Use of Password

The NH e-Court Project may not be secure. Documents you file with the court or send to an e-service recipient may be viewed by others.

You are entirely responsible for any and all activities that occur under your account and you accept responsibility for maintaining the security of your username and password. The NHJB will not be liable for any loss that you may incur as a result of someone else using your password or account, either with, or without, your knowledge. Should you allow others access to your password, you will be responsible for all actions such persons might take with respect to your NH e-Court Project data files and will hold the NHJB, its employees, vendors, suppliers, internet service providers, partners, affiliates or agents, and their employees and contractors, harmless from all such actions. You may not use anyone else's account

at any time without the permission of the account holder. If you suspect a password has been compromised in any way, such as use of the password by an unauthorized person, or resignation or reassignment of a person previously authorized to use the password, then you must immediately reset your password. If you believe that your password may have been used inappropriately, then you must contact the NHJB as soon as practicable at 1-855-212-1234.

D. Fees

User Fee

Reserved for future Agreement.

Filing Fee

You understand there may be a Filing Fee associated with filing a specific document with the court. The Filing Fee will vary among documents. The NHJB will make every effort to calculate the correct Filing Fee for the specific document you are filing; however, should there be a discrepancy between the Filing Fee calculated by NH e-Court Project and the Filing Fee charged by the court, you are responsible for any underpayment.

Use of Credit Card

You acknowledge that credit card and billing information you provide for the processing of your payment is valid.

You acknowledge a 3% fee, with a minimum of \$1.00, will be charged as a convenience or service fee related to payment processing.

You agree that your failure to pay all applicable Filing Fees or your act of canceling any credit card transaction for applicable Filing Fees gives the NHJB the right and authority to take such actions as they deem necessary to collect such fees and any costs associated with collection of such fees. Such actions include, but are not limited to, (a) dismissing the case or not accepting the document for which the fee was not paid; (b) filing a court action against you; (c) reporting such action to credit rating services; (d) working with your credit card company to cause the charge to be made; and (e) assigning such nonpayment to a collection agency.

E. Other Site Links

Some links on the NH e-Court Project e-filing website may lead to websites that are not operated by the NHJB. The NHJB does not control these websites, and it does not guarantee the accuracy, relevance, timeliness, or completeness of information contained on the linked websites. The NHJB provide these links to users for convenience. These links are not an endorsement or warranty of any kind of products, services, or information and do not imply an association between the NHJB and the operators of the linked website. When you select a link to an outside website, you are subject to the terms and conditions of the owner/sponsors of that website. The use of any of these websites or products available on these websites will not result in any special treatment by the NHJB.

F. Use of Email

You specifically agree that you will not utilize email addresses obtained from the NH e-Court Project e-filing website for any purpose other than the litigation for which the email address was provided. The NHJB, in its sole discretion, will identify violations of the limitations on email usage set forth in this

Agreement. Violations may result in denial of support or services, or other consequences.

G. Privacy

Normal Website Usage

The NHJB may collect and store typical web server log data during normal use of NH e-Court Project by you. Examples of this type of data include the name of your internet service provider, pages you request and the time and date of those requests, etc. The NHJB may use this information to generate statistics and measure website activity. This same information may be shared with third parties in order to provide these services or to analyze, store, or aggregate the information. It may also be shared with third parties working with the NHJB to improve the services of NH e-Court Project. This type of data generally does not contain personally identifying information. When collected, the connection is not secure.

Personally Identifying Information

The NHJB may request personally identifying information to provide you with a service at your request. This information, such as name, mailing address, e-mail address, computer system information, and type of request, is collected and stored in a manner appropriate to the nature of the request (such as customer support), as determined by the NHJB to fulfill your needs or to communicate effectively with you. NH e-Court Project may provide links to third-party websites not controlled by the NHJB. It is recommended that you check the specific privacy policy of any website before providing any personally identifying information. The NHJB is not responsible for the privacy policies or security of any third-party websites.

Email

If you send personally identifying information via email, the NHJB will use that information for the purpose identified in the email message (such as customer support) and to improve NH e-Court Project's services to you.

Confidential or Sealed Information or Documents You agree to follow the procedures set forth in the NHJB Small Claims Electronic Filing Pilot Rules regarding filing confidential information, confidential documents and sealed documents. You may view the Small Claims Electronic Filing Pilot Rules at <http://www.courts.state.nh.us/supreme/orders/06-02-14-order.pdf>

Responsibility for Acceptance of Notification

Once you file and/or e-serve your documents through the NH e-Court Project e-filing website, the NHJB will notify you via email with certain information specific to your case. Some people have software programs installed on their computers that block unsolicited email. You are solely responsible for taking such action as may be necessary to permit the NHJB email notifications to arrive safely in your email mailbox. If your software requires registration of email senders prior to their acceptance into your email mailbox, you will need to add the NH e-Court e-filing email addresses, which are: NHCourtsNo-Reply@tylerhost.net and NHCourtsNo-Reply@turbocourt.com. The NHJB, its vendors, suppliers, Internet service providers, partners, affiliates or agents, and the employees and contractors thereof, are not responsible for notifications the NHJB send that fail to arrive in your email mailbox due to the presence of spam protection software.

H. Termination of Use

The NHJB, in their sole discretion, may terminate or suspend your access to and use of the NH e-Court Project e-filing website without notice and for any reason, including for violation of this Agreement,

discontinuance of services or content modifications to the NH e-Court Project e-filing website, technical problems or errors, extended periods of inactivity, upon request by law enforcement or other governmental agency, or for other conduct the NHJB, in its sole discretion, believe is unlawful or harmful to others. In the event of termination, you will no longer be authorized to use the NH e-Court Project e-filing website, and the NHJB may use any means possible to enforce this termination.

I. Indemnity

You agree to indemnify, defend, save and hold harmless the NHJB, the State of New Hampshire, and their departments, agencies, boards, commissions, officers, officials, agents, and employees, and their vendors, suppliers, internet service providers, partners, affiliates or agents, and the employees and contractors thereof, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) arising from any breach by you of this Agreement. You agree to cooperate fully with the NHJB and its vendors, suppliers, Internet service providers, partners, affiliates and agents, in the defense of any such claims. The NHJB reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You agree not to settle any matter involving the breach of this Agreement without the written consent of the NHJB.

J. Disclaimer of Warranty

You expressly understand and agree that your use of the NH e-Court Project e-filing website, and any material or services available through the NH e-Court e-filing website, is at your own risk. The information and services may be subject to errors or omissions. Neither the NHJB, its vendors, suppliers, Internet service providers, partners, affiliates or agents, nor the employees or contractors thereof, warrant that the NH e-Court Project e-filing website will not be interrupted, will be problem-free, or that the NH e-Court Project e-filing website is free of software viruses, computer code, files, or programs that may alter, damage, or interrupt the functionality of the NH e-Court e-filing website or the hardware or software of any other person who accesses the NH e-Court Project e-filing website. Nor do they make any warranty that the NH e-Court is free from omissions or errors; nor do they make any warranty as to the results that may be obtained from the use of the NH e-Court Project e-filing website. The content and function of the NH e-Court Project e-filing website are provided to you "as is", without warranties of any kind, either express or implied, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose or use, or currency. You acknowledge and agree that neither the NHJB nor any other governmental agency, entity or body nor any vendor or service, nor the employees or contractors thereof, relating in any way to the NH e-Court Project e-filing website is, or will be, liable in any way whatsoever for the accuracy, validity, timeliness, or security of the information provided or transmitted. This Agreement supersedes all other representations, written and oral, which have been or may be made by the NHJB or their employees, suppliers, vendors, internet service providers, partners, affiliates, or agents.

K. Limitation of Liability

In no event will the NHJB or its employees, suppliers, vendors, Internet service providers, partners, affiliates, or agents or the employees and contractors thereof, be liable for any incidental, indirect, special, punitive, exemplary, or consequential damages arising out of your use of, or inability to use, the NH e-Court Project e-filing website, including, without limitation, loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction, or any other damages.

The NHJB reserves the right to modify or discontinue any services provided on this website and any conditions of use with or without notice. This may occur periodically for maintenance and may include temporary or permanent changes.

You are responsible for the accuracy, authenticity, validity and completeness of your own document and e-service submissions. You are also responsible for meeting any deadlines associated with your document and e-service submissions and for confirming that your documents have been accepted. The NHJB or its employees, suppliers, vendors, internet service providers, partners, affiliates, or agents, or the employees and contractors thereof, are not responsible, and shall have no liability to you for any material submitted by others, including defamatory, offensive or illicit material.

You are responsible for risks to your own systems and information and must take steps for your own protection such as using anti-virus software, making frequent backups and maintaining network firewall protection. The NHJB or its employees, suppliers, vendors, Internet service providers, partners, affiliates, or agents are not responsible for your computer systems or networks.

L. Governing Law

The laws and rules of the State of New Hampshire shall govern this Agreement, without regard to conflict of laws principles. In the event there are applicable amendments to the laws and rules of the State of New Hampshire, those amendments shall automatically become part of this Agreement. Any legal action brought concerning this Agreement or any dispute hereunder shall be brought only in the courts of the State of New Hampshire or in the federal court located in Merrimack County, New Hampshire. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of these jurisdictions, which names the NHJB, any New Hampshire court, or their respective employees, suppliers, vendors, internet service providers, partners, affiliates, or agents in connection with this Agreement, you agree to initiate, consent to, and/or cooperate with, any and all efforts to remove the matter to the exclusive jurisdiction of the state courts of New Hampshire or the federal court located in Merrimack County, New Hampshire, or to otherwise take any and all reasonable actions to achieve the objectives of this provision.

M. Modification of the Agreement

The NHJB maintains the right to modify this Agreement and may do so by posting notice of such modifications on this page. Any modification is effective immediately upon posting, unless otherwise stated. Your continued use of the NH e-Court Project e-filing website following the posting of any modification signifies your acceptance of such modification. You should periodically visit this page to review the current terms of this Agreement.

N. Waiver

No waiver of any right under this Agreement shall be deemed effective unless contained in writing signed by a duly authorized representative of the NHJB, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

O. Assignment

This Agreement and your use of NH e-Court Project are not assignable without the prior written consent of the NHJB. Any attempt at assignment without such consent shall be null and void and of no force and effect.

P. Severability of Terms of this Agreement

The invalidity, illegality, or unenforceability of one or more provisions in this Agreement shall not affect any other provision in this Agreement.