

## JUDICIARY ACCOUNT CHARGE SYSTEM PARTICIPATION AGREEMENT

### PROGRAM DESCRIPTION

The Judiciary Account Charge System (?JACS?) enables a participant (herein defined as an individual or business entity, by and through its authorized representative) to electronically create, access, and manage one or more charge accounts (?account(s)?) which may be used to pay fees imposed by the New Jersey Judiciary (?Judiciary?).

### TERMS AND CONDITIONS OF USE OF JACS

#### 1. PARTICIPANT OBLIGATIONS

For each account maintained by the participant an ?Administrator? must be appointed. By designating an individual to be the Administrator of an account the participant acknowledges and agrees to abide by and be bound by the Terms and Conditions of Use of JACS (?Terms and Conditions?.)

The Administrator has the following privileges: view and print account activity, fund account, manage users, update account and close account. In addition to the Administrator, each account is permitted to have up to five ?Users?. The Administrator may permit a User(s) of the account to perform any or all of the privileges, listed above, except close an account.

By accessing an account, each Administrator and/or User acknowledges and agrees to be bound by the Terms and Conditions.

The participant, Administrator, and User are responsible for all access to, and use of JACS. The participant, Administrator, and User agree that the Judiciary is in no way responsible or liable to them, individually or collectively, or it for any and/or all actions or inactions of the participant, Administrator and User(s) with regard to access to and use of JACS.

It is the sole obligation and responsibility of the participant by way of the account?s Administrator and or User(s) to ensure that the account information, including but not limited to the account?s mailing address and the e-mail addresses of the Administrator

and User(s) are accurate and up to date, and to eliminate system access for any User(s) no longer affiliated with the participant.

The Administrator and User(s) of an account will be permitted to download transaction data from JACS in Comma Separated Values (CSV) format and Microsoft Excel. The participant, Administrator, and User(s) understand and acknowledge that the Judiciary is not responsible and cannot be held liable for the content and use of the transaction data once it has been downloaded.

Prior to closing an account, the participant by way of the account's Administrator and/or User(s) must review the account's transaction activity, account statements and any other relevant documentation to ensure that all outstanding deposits, charges and adjustments have been processed.

Participants are and will be responsible for all charges processed against an account.

## 2. NEW ACCOUNTS

All new accounts require a minimum initial deposit of \$500.00. No new account will be activated until the \$500.00 deposit is received by the Judiciary, and credited to the participant's account. If the Judiciary does not receive the \$500.00 deposit within 30 days of the creation of a new account, the account will be closed.

## 3. MINIMUM BALANCE REQUIREMENTS AND DELINQUENT ACCOUNTS

All accounts must maintain a minimum balance of \$300.00. If an account's balance falls below \$300.00, it will be deemed delinquent, and may be suspended at that time. The Judiciary reserves the right to change the amount of the minimum balance requirement. If the Judiciary changes the required minimum balance amount, the Administrator will receive via e-mail a notice advising of the new minimum balance amount 30 days prior to the effective date of the new minimum balance requirement.

If an account remains in a negative balance for 60 days or more, the account will be closed and the account will be referred to the New Jersey Department of Treasury, Division of Revenue for collection.

#### 4. DISPUTING OF TRANSACTIONS OR MONTHLY STATEMENT

If an Administrator or User determines through investigation and analysis that there is a reasonable basis to dispute an individual transaction or the accuracy of the account's monthly statement, the Administrator or User must report the dispute or alleged inaccuracy on-line through the "Contact Us" page of JACS within 60 days of the date of the individual transaction or receipt of the monthly statement.

#### 5. CLOSING ACCOUNTS AND REFUNDS

Accounts may be closed either on-line through JACS, or by sending a written request from a participant or Administrator to:

Administrative Office of the Courts

JACS Support Unit

PO Box 980

Trenton, NJ 08625-0980

An account that has a negative balance, however, cannot be closed. Only accounts with a positive or zero balance may be closed.

Once an account is closed, no new charges or deposits will be processed to it. A closed account cannot be reopened.

After an account is closed, a refund of its remaining balance, if any, will be mailed within 10 business days to the account name and account mailing address on record with JACS at the time the account is closed.

#### 6. LIMITED ACCESS

The participant's, Administrator's and User's access to JACS shall be limited to those applications specified in the JACS instructional materials on the Judiciary's website or JACS application. Neither a participant, Administrator or User may utilize JACS to obtain, or attempt to obtain, access to court records, or files that are inaccessible to the

public pursuant to court rule or the access rules set forth in the JACS instructional materials. Upon any such use or attempted use, the Judiciary may immediately suspend, or terminate, the participant's, Administrator's or User's access to JACS on security grounds without prior written notice to the participant.

## 7. AVAILABILITY

The Judiciary will make reasonable efforts to provide at least fourteen hours of access time to JACS per day from approximately 8:00 a.m. to 11:00 p.m. Monday through Saturday, and 9:00 a.m. to 11:00 p.m. on Sundays. Access to JACS is subject to periods of unavailability caused by various reasons, including, but not limited to, preventive or remedial maintenance, security measures against intrusions, or the capacity of the host system. System availability will be reviewed from time to time to determine if additional remote access hours should be added. Uninterrupted access is not guaranteed and time periods of accessibility may vary. In the event that the Judiciary determines, in its sole discretion, that the capacity of any host computer system is, or is likely to become, insufficient to meet the computer needs of the Judiciary while providing electronic access to participants, the Judiciary reserves the right to temporarily suspend the participant's access to JACS.

## 8. SECURITY PROCEDURES

The Administrator and User accept responsibility for any unauthorized use of his or her User ID and password. The Administrator and User will not use or attempt to use any unauthorized logon identifications or passwords to obtain access to JACS. Upon any such use or attempted use, the Judiciary may immediately suspend or terminate access to the account without prior notice to the Administrator, User, or participant. If the Administrator or User believes that his or her assigned User ID or password has been used without authorization, the Administrator or User shall notify Information Security immediately via e-mail at Security\_Mailbox@Judiciary.State.NJ.US.

## 9. WARRANTIES

(a) Warranty Exclusion. The Judiciary makes no representations or warranties of any kind express, implied or statutory including, but not limited to, the warranties of fitness for a particular purpose, merchantability or non-infringement, nor are any warranties to be implied with respect to the information or services made available by the Judiciary. The Judiciary does not warrant that the participant's, Administrator's or User's use of JACS will be uninterrupted or error-free, or that JACS will meet the participant's, Administrator's or User's contemplated applications.

(b) Accuracy and Completeness of Information. Without limiting the generality of the preceding paragraph, the Judiciary makes no warranties as to the accuracy or completeness of the information contained in the Judiciary JACS system. By accepting the Terms and Conditions of use of JACS, the participant through his, her, its designation of an Administrator relieves the Judiciary, its officers, agents and employees, of any liability for any and all damages resulting from inaccurate or incomplete information.

(c) Exclusion of Damages and Indemnification. The Judiciary, its officers, agents, and employees, shall not be liable for any direct, indirect, special, incidental or consequential damages, lost profits or savings of any kind whatsoever, regardless of the form of action, whether in contract or in tort, including, but not limited to negligence, relating in whole or in part to the participant's Administrator's and or User's access, use, or inability to use JACS, even if the Judiciary, its officers, agents, and employees, have been advised of the possibility of such damages.

The participant, Administrator, and User agree to indemnify, hold harmless, and defend the Judiciary from and against any and all suits, claims, damages, losses, expenses or liability relating to, arising from or as a result of any action or inaction of the Judiciary involving or related to JACS, the participant's JACS account and/or arising from or as a result of the participant's, Administrator, or User's use or attempted use of JACS.

## 10. PROTECTION OF PROPRIETARY RIGHTS

(a) JACS. The State of New Jersey Judiciary is the owner of JACS. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied with JACS, and all information contained in documentation pertaining to the system, including, but not limited to instructional materials are proprietary to the Judiciary.

(b) Judiciary Databases. The Judiciary is the owner of the Judiciary databases and all components thereof. All specifications and information pertaining to the Judiciary databases and their structure, sequence and organization are proprietary to the Judiciary.

(c) Restrictions on Duplication, Disclosure and Use. By creating or using an account the participant, its Administrator, and User(s) agree that they will not reverse engineer or otherwise attempt to discern the source code of JACS or use or disclose any information

proprietary to the Judiciary in any way or for any purpose not specifically and expressly authorized. As used herein, "Proprietary to the Judiciary" means any information possessed by the Judiciary which derives independent economic value from not being generally known to, and being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Proprietary to the Judiciary" does not, however, include information which was known to the subscriber, its employees and agents prior to their receipt thereof, either directly or indirectly from the Judiciary; information which is independently developed by the subscriber, its employees and agents without reference to or use of information received from the Judiciary; or information which would not qualify as restricted under New Jersey law. It shall not be a violation of this section for the participant, its Administrator, or User(s) to make copies of the JACS instructional materials solely for their own use.

By creating or using an account the participant, its Administrator or User(s) further agree that they will take all steps reasonably necessary to protect the Judiciary's rights for restricted usage.

## 11. BANK ACCOUNT PAYMENTS

The participant's JACS account may be funded or replenished using an ACH transaction or a check pursuant to one of the procedures detailed below. The participant agrees to have sufficient funds available in the associated bank account to cover each deposit made into the participant's JACS account.

(a) Automated Clearing House ("ACH"). If the participant chooses to use ACH, the participant will be able to make a deposit to the participant's JACS account using any valid ACH enabled bank account that does not have debit blocking. By choosing to make a deposit into the JACS account using an ACH enabled bank account, the participant is authorizing the Judiciary to debit the participant's bank account for the total amount the participant designates as a deposit into the JACS account. The participant's deposit to the account must be drawn from a United States-based financial institution and must be payable in U.S. dollars. The Judiciary, in its sole discretion, may temporarily or permanently refuse this service to any participant, Administrator or User without notice for any reason at any time. Any fees that the bank may charge the participant for the completion of an ACH transaction are the responsibility of the participant.

(i) ACH Authorization. The participant by choosing to have funds transferred from the participant's bank account to the JACS account, agrees that the participant authorizes the Judiciary to initiate one or more ACH debit entries for the specified amounts from

the participant's bank account, and that the participant authorizes the financial institution that holds the participant's bank account to deduct such payments.

(ii) Cancellations and Reversals. The participant agrees not to cancel an ACH transaction or initiate an ACH reversal once a transaction is completed in the JACS application. Any disputes regarding ACH transactions should be resolved by contacting the JACS Support Staff on-line through the "Contact Us" page of JACS or at the address or phone number shown in item (a), below.

(iii) Insufficient Funds. If two or more deposit transactions are returned from the participant's bank to the Judiciary due to insufficient funds being available in the participant's bank account to cover the transaction(s), the Judiciary may, in its discretion, decide to close the participant's account. Dishonored checks will be referred to the Division of Revenue for collection and will be subject to a \$50 returned check fee. In the case of insufficient fund returns for ACH, the Judiciary may in its discretion temporarily or permanently suspend this service to any participant, Administrator or User.

(b) Manual account funding and replenishment. The participant may fund or replenish the JACS account by check. The check shall be mailed or delivered to:

Regular Mail:

Administrative Office of the Courts

JACS Support Unit

PO Box 980

Trenton, NJ 08625-0980

609-421-6100

Overnight Mail and Lawyers Service:

Administrative Office of the Courts

JACS Support Unit

25 Market Street

6th Floor- North Wing  
Trenton, New Jersey 08625-0980  
609-421-6100

## 12. AGREEMENT CHANGES AND JURISDICTION

The Judiciary reserves the right to change the Terms and Conditions of Use of JACS at any time upon notice to all active JACS Users primary e-mail address on record. The most current Terms and Conditions of Use will also be displayed on the JACS application screens. The participant agrees to accept electronic delivery of future disclosures and other communications distributed via e-mail or displayed on the JACS application screens.

If any of the Terms and Conditions, or changes to the Terms and Conditions are found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining Terms and Conditions.

This agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

## 13. JUDICIARY PRIVACY POLICY AND OTHER CONDITIONS

Your use of this system is subject to the Judiciary's Privacy Policy, which is included at the bottom of each JACS screen, as well as all other applicable terms, conditions, limitations and requirements contained on the Judiciary website or JACS application.

## 14. ACKNOWLEDGEMENT

By checking this box, you certify that you have reviewed, understand, meet and agree to the Terms and Conditions of Use of JACS