

Courtroom Connect

User Service Agreement

1. You agree that Courtroom Connect's services are provided to registered users ("you" or "User" or, collectively, "Users") exclusively under this User Service Agreement (the "Terms"). By completing the registration process and logging onto the Courtroom Connect Network, you are stating that you (a) are an adult (18 years or older), (b) have read and understood these Terms and (c) agree to be bound by these Terms then in effect, which may be updated by Courtroom Connect from time to time.
2. Courtroom Connect reserves the right to terminate any User's account without notice if Courtroom Connect learns that such User has provided Courtroom Connect with false or misleading registration information or has violated any of these Terms.
3. Courtroom Connect will not disclose any individual's name, address, email address, or telephone number without such User's prior written consent, except to the U. S. District Court, or the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant.
4. You shall comply with all rules, regulations and security and operating procedures of Courtroom Connect, the court or facility in which You use any of Courtroom Connect's services. Courtroom Connect may modify or discontinue any of its services or any User's account, with or without notice, without liability to any User or any third party.
5. You understand and agree that Courtroom Connect's services are provided exclusively on an "as is" basis without any representation or warranty of any kind. Further, the court in which You use any of the Services neither endorses nor has any responsibility for the services. You shall direct all communications regarding Courtroom Connect's services directly to Courtroom Connect, not to any personnel of the court or facility in which You use any of Courtroom Connect's services.
6. You are solely responsible for maintaining the confidentiality of your username, account number and/or password. You are responsible for all uses of your account, whether or not authorized by you. You agree to immediately notify Courtroom Connect of any unauthorized use of your account.
7. Internet services at counsel tables in courtroom shall only be permitted on a case by case basis at the court's discretion.
8. Court proceedings shall not be affected by any interruption in service.
9. The use of this public Internet access to broadcast, televise, record, or photograph any court proceeding shall be cause for immediate termination of the User's account.
10. Courtroom Connect does not, and cannot, monitor, censor or edit the content of ant Users' email messages. Users alone are responsible for the content of their messages and the consequences of any such messages. Courtroom Connect assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any email messages or other materials.
11. You will not use the Courtroom Connect services for chain letters, junk mail, "spamming", solicitations (commercial or non-commercial), illegal downloading or file sharing, or any use of distribution lists to any person who has not given specific permission to be included in such a process. You further agree not to use any of Courtroom Connect's services to send any message or material that is unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.
12. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF COURTROOM CONNECT'S SERVICES ARE AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY OF COURTROOM CONNECT'S SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.
13. COURTROOM CONNECT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF

MERCHANTABILITY, QUALITY, CONTINUOUS OPERATION, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

14. COURTROOM CONNECT MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF COURTROOM CONNECT'S SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH COURTROOM CONNECT'S SERVICES, REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH COURTROOM CONNECT'S SERVICES, REGARDING ANY TRANSACTIONS ENTERED INTO THROUGH COURTROOM CONNECT'S SERVICES OR THAT COURTROOM CONNECT'S SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.
15. COURTROOM CONNECT WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM THE USE OR INABILITY TO USE ANY OF COURTROOM CONNECT'S SERVICES, RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH COURTROOM CONNECT'S SERVICES, RESULTING FROM LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF COURTROOM CONNECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
16. You shall indemnify, defend and hold harmless Courtroom Connect, its affiliates, officers, directors, shareholders, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees and costs) arising from your use of any of Courtroom Connect's services, your violation of these Terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any third party.
17. The Court has the right to review changes to the user agreement and the users should have advance notice of changes.
18. These Terms will be governed by and construed in accordance with the laws of the State of Massachusetts, without giving effect to its conflict of laws provisions or your actual state or country of residence.
19. These Terms will inure to the benefit of Courtroom Connect's successors, assigns and licensees. Any waiver of any provision of these Terms will be effective only if in writing and signed by Courtroom Connect.
20. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.
21. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
22. These Terms are between you and Courtroom Connect and no other party is intended to be, or will be considered to be a third party beneficiary of these Terms.