

User Agreement

In order to register for an account with EFlex, you must accept the terms of the user agreement as explained below. Failure to accept these terms will take you back to the login screen.

This agreement can be updated from time to time and It is the responsibility of the registered user to check for changes to this agreement when they login.

Definitions

The following terms shall be defined as follows:

“Court” means the clerks, judges, internal personnel, and officials of a jurisdiction;

“Court CMS Administrator” means a person designated by the jurisdiction to administer the Case Management System (CMS), the Document Management System (DMS), and internal users;

“Case Management System” or “CMS” means a computer system operated by the Clerk’s Office which maintains all case information;

“Authorized Users” means the following persons who, upon completion of the registration requirements, or user account configuration, may e-file documents:

- Attorneys licensed to practice law in Nevada;
- Self-represented litigants;
- Law Enforcement Officers;
- Process Servers;
- Agents of governmental entities;
- Special appointed agents for Domestic Violence Support;
- All Court judges and their staffs;
- The Clerk and all deputy clerks of the Clerk’s Office;

“E-Filer or e-filer” is an Authorized User who has an approved e-filing login, username, and password allowing e-filing of documents into the Court’s CMS and DMS;

“Convenience Fee” is a transaction fee charged by the credit card processor in connection with electronic filing that is in addition to statutory filing fees;

“Document” means a pleading, motion, application, request, exhibit, brief, memorandum of law, paper, or other instrument in paper form or electronic form which is permitted to be filed pursuant to the NRCPC and the Local Rules;

“Document Management System” or “DMS” means a computer system operated by the Clerk’s office which maintains all electronic and scanned paper documents filed in the Court in electronic form;

“E-file”, “e-file”, “e-filing”, or “E-filing” means the electronic transmission of original documents to a Court, and from the Court, for the purposes of recording information and Court documents to a Court

case management system or other official Court purposes. For purposes of this agreement, e-filing does not include the filing of faxed documents;

“Tybera eFlex e-Filing System” or ‘ECF’ means the software and services provided by Tybera Development Group, Inc. to E-file, review filings, and process information that is recorded to the Court’s CMS and DMS;

“E-Filing Fee” is the fee an attorney or pro se litigant pays for using the E-Filing system. This is in addition to the Convenience Fee charged by the credit card processor and the statutory filing fee;

“Local Rules” mean the local rules and procedures of each Court supported by the ECF;

“Notice of Electronic Filing” or “NEF” means an electronic notice distributed by the ECF to Authorized Users when court documents are E-filed to a case. The notices are specific to a case and are distributed to case participants or their legal representatives who are registered in the ECF System, recorded in the CMS as a case participant, and are linked between ECF and CMS;

“Party” or “Parties” means any person, including an individual, executor, administrator, or other personal representative, corporation, partnership, association or any other legal, governmental or commercial entity, whether organized under the laws of this State who is a party in a case pending in the Court and is represented by an attorney or acting pro se;

“PDF” or “Portable Document Format” means a computer file format developed by Adobe Systems for representing documents in a manner that is independent of the original application software, hardware, and operating system used to create those documents. Converted Documents must contain the “.pdf” file extension;

“Statutory Fees” means those normal filing fees charged by the Court to file a law suit and other usual fees charged by the Court in the course of the case;

“System Administrator” means the Tybera Development Group, Inc. management team that supports the Court Administrator and the registration and support of Authorized Users;

“Terms of Use Agreement” means the agreement established by the Clerk(s) that sets forth the parameters for the use of the ECF System by all Authorized Users;

“Traditional Filing” is a process by which a Party files a paper document with the Clerk;

“Redaction” means the removal of all protected and confidential information from the documents you file, such as, but not limited to: Social Security numbers, financial account numbers, dates of birth, names of minor children, etc.

“NRCPP” means the Nevada Rules of Civil Procedure.

General Terms

This user agreement serves as an agreement between you and the Nevada Administrative Office of the Courts, and each Nevada jurisdiction that has received approval to use the Tybera eFlex e-filing system to e-file and, depending on local court rules, provide electronic service to other parties on the case.

This agreement may be updated when new Nevada legislation or modifications to local court rules and procedures require changes.

You are responsible to check the local rules and procedures of each jurisdiction for which you anticipate e-filing court documents. For your convenience, Tybera will post links to the various jurisdiction's rules and procedures at <http://www.tybera.com/support/nevada-support>.

Your registration in the Tybera eFlex e-filing system does not create an attorney-client relationship between you and Tybera. Using this system requires expertise and knowledge of the rules and procedures of the courts. If you are uncertain of what to e-file, you should consult a competent attorney licensed to practice in the appropriate jurisdiction.

Your registration in the Tybera eFlex e-filing system must be completed before you can begin using this e-filing system. To use this system, you must accept the terms of this agreement. By clicking on the 'I Accept' checkbox and proceeding, this becomes a legally binding agreement between you and Tybera Development Group, Inc.

Once you have completed your registration information and submitted your request for approval, Tybera will review the information.

When your account is approved, you will receive an email message through your primary email address in your profile information. If there are errors or conditions that prevent the Tybera e-Filing Administrator from approving or completing your registration, you will receive an email explaining the errors or conditions that need to be corrected.

You understand that your account will be suspended by the Tybera e-Filing Administrator if it is determined that your account is being misused, abused, or fraudulently used. Your account may also be suspended if any information provided during the account registration process is false or fraudulent.

You must define your own username and password. You must not use or attempt to use identification for your username that is obscene, offensive, potentially libelous, or deceptive. A deceptive username includes, but is not limited to, a user ID that could be construed to give a false or misleading impression of the individual owners identify or association with any other legal entity.

You must complete and maintain your user profile, including your name, email, physical addresses, phone number, username, and password.

You are responsible for all documents and information filed through your account. If you share your password with support staff, you are responsible for any information filed by other people using your account.

You are responsible to verify that all documents e-filed through your account are free of viruses, Trojans, or other malicious electronic behavior.

All court documents you e-file must be redacted. Any content that is required by the court that is otherwise deemed confidential, sealed, or non-public information must be filed under an order that permits you to file the document as sealed. In the event that you must file a document with confidential, sealed, or non-public information, you must identify the document as sealed when you upload the document and enter the date of the order approving the filing of your document as sealed. This information is either entered in a note field or in the field provided.

You will notify Tybera support at (801)-226-2746 in the event you suspect fraudulent use of your account. This includes any use of your account by an individual not expressly authorized to do so.

You will cooperate with the Tybera e-Filing Administrator and law enforcement during investigations into misuse, abuse or fraud.

You are responsible to attend online training or read the manuals provided in the footer links of eFlex to understand how to use the system. Tybera will post a schedule on their website for training specific to this installation.

Unavailability of the Tybera eFlex e-filing system shall neither constitute a basis for an extension of time in which to file any matter with the court nor in any way affect any applicable statute of limitations, except as provided by law, and the local rules of the court you are e-filing to.

You assume all risk and waive any claim for damages against Tybera using the eFlex e-filing.

Any challenge or dispute regarding these Terms of Use, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined, governed, and construed in accordance with the laws of the State of Utah. The venue shall be in 4th Judicial District Court, Provo, Utah.

Role Specific Terms

This system requires you to select a role you will use to participate in this e-filing system. The roles are Attorney, Firm Financial Manager, and Self-Represented Litigant.

To register as an attorney, you must be licensed to practice law in the State of Nevada and be in good standing. As an attorney, you must select the Law Firm you work for. If your firm is not listed, you may add the Law Firm name during your registration process. Make sure you enter the legal name of your firm.

A Pro Hac Vice attorney cannot register to e-file in this system at this time. A Pro Hac Vice must work through an attorney licensed to practice in Nevada. These rules may change in the future as Tybera works with the various jurisdictions on their local rules and procedures.

Registering as a Firm Financial Manager does not allow you to e-file. A Firm Financial Manager user is only able to review the payments made by all of the attorneys in their Law Firm for accounting purposes. If you are an attorney and a Firm Financial Manager, you will be required to have two accounts. To register as a Firm Financial Manager, you must contact Tybera Support at (801) 226-2746 for further requirements regarding verification for this type of account.

An individual can register as a Self-Represented Litigant. Registering as a Self-Represented Litigant means that you represent yourself on a case. Registering as a Self-Represented Litigant in the Tybera eFlex e-filing system will not automatically link your e-filing account to the cases on which you are participating. You will not get notifications until you have linked your eFlex e-filing user account with the cases on which you are listed. You must link your Tybera eFlex e-filing account to each case on which you are participating. To link your Tybera eFlex e-filing account, you must e-file a "Notice of Association." Follow the instructions in the user manual to file a "Notice of Association." A link to the user manual is in the footer section of the Tybera eFlex e-filing system.

Electronic Service or Notice of Electronic Filing (NEF)

When you have completed your registration, and your account has been approved for e-filing, you can begin e-filing and receiving electronic services. Your registration constitutes your request for, and consent to, electronic service of documents filed electronically by other parties when the jurisdiction local court rules support service through the Tybera eFlex e-filing system.

You acknowledge that there may be parties on the case that are not registered to receive electronic service or NEFs. You are responsible to use the Service List feature to identify which parties that have agreed to receive electronic services or NEF and which parties require service in paper through mail or other methods of service. Refer to the User Manual for how to identify who is registered to receive notifications and who requires paper.

As an attorney, your e-filing account is linked to a case by your Nevada Bar Number. If you are not recorded on the case as a legal representative to a party, you will not receive electronic notifications or service. You must file a Notice of Appearance / Entry to be linked to the case. After the clerk approves the notice and records the relationship in TnCIS, you will begin receiving notifications.

NEFs are posted in the Tybera eFlex e-filing interface. An email message is sent to the email addresses in your profile. Depend on the local court rules and procedures to determine what is an official notice or service. You understand that you should check the Tybera eFlex e-filing interface to find your notifications and notifications will be automatically cleared out after 60 days.

Payments and Credit Card information

You are responsible for payment of court fees incurred due to your e-filed items.

To pay statutory filing fees, you must register a valid, active payment method for each jurisdiction to which you will e-file. Each jurisdiction can select their own payment processor. For this reason, you must register your payment method with each jurisdiction to which you anticipate e-filing.

You must also register a valid, active credit card you have rights to use for payment of e-filing transaction fees. Transaction fees are assessed per filing to the court. A single filing can contain multiple documents associated to a single case. There is a limit to the number of documents you can include in a submission, which is determined by the size of the documents. Alternately, the you may choose to by-pass the single filing transaction fees by paying for an annual subscription. An annual subscription allows for unlimited e-filing without transaction fees for the subscription period.

Signatures

You must read the local rules and procedures of the jurisdiction in which you are filing to understand their rules on signatures.

Redaction

You are responsible for ensuring that protected and confidential information is properly redacted from documents that you file in the e-filing system. All documents filed in the e-filing system are subject to public inspection, unless exempted by Nevada Code chapter 22 or another provision of law.

I have read, understand, and agree to comply with this user agreement and the rules and procedures for the applicable jurisdictions.

I do not accept the terms of the user agreement

Please enter the following text: