

## E-FILING TERMS OF USE AGREEMENT

I, the undersigned, am an attorney representing a party to a legal proceeding before the Kansas Office of Administrative Hearings (OAH) and hereby agree to use of the OAH electronic filing system (“e-filing system” or “System”) to submit filings and to be served with filings.

To enable these uses of the System, I verify, express understanding, and agree to the following:

1. Filing means any pleading, motion, objection, proffer of evidence, discovery request or response, brief, or any other formal communication by a party regarding the docketed administrative proceeding for which the filing is relevant and the filer is a party.

2. The System is the preferred way to submit filing to OAH. The System shall only be accessed by its website portal located at <https://oah.ks.gov/>.

3. I have an individually identifiable active email address (which I identify below) and sufficient internet access to allow me to: (a) register and activate my use of the System; (b) upload to the System all case filings I choose to submit; (c) view all filings uploaded to the System; and, (d) download and/or print from the System all filings. **Group or shared email addresses will not be allowed and will be removed from the System.** I am responsible for maintaining my System-registered email address – or an email address that I may later substitute after initial registration is complete – and adequate internet access throughout the case. I also am responsible for my own printing from the System, uploading to the System, and the production of all uploaded files in electronic formats that the System allows.

4. After I submit this signed E-Filing Terms of Use Agreement (Agreement) to OAH, my **case password (also known as a Personal Identification Number, or “PIN”)** and login directions for using the System will be sent by OAH only to the email address that I identify below.

5. **Upon receipt of this Agreement, OAH will email login information to the email address specified below. Within five calendar days, I will complete my online registration on the System as directed.** If I do not complete my online registration in five days, I will not have access to the System and must contact OAH to reset the login information.

6. Upon finishing System registration, I immediately consent to legal service of process via the System throughout the case. No other means for serving legal process to me will be required. I waive my right to contest the adequacy of service for any filings made in the System. Any filing that I upload to the System will satisfy my duty to serve legal process upon the ALJ/PO and upon any other party that has completed registration to use the System. If another party has not completed System registration, my e-filings are proper legal service to the ALJ/PO, but I must serve a copy of my filings to that other party by using other traditional methods approved by law.

7. I may designate Additional Filers at the end of this Agreement by listing their name, their role in this case and their email address. **Group or shared email addresses will not be allowed and will be removed from the System.** Each Additional Filer will have full online access to all case information and filings available on the System for pending cases to which I represent a party

to the proceeding.

8. Whenever any filing is uploaded to the System by the ALJ/PO or another party, the System will send an alert notice to the email address I provide below. No details of the filings are included in such alerts, but I acknowledge the alerts are sufficient notice to me that I am responsible for logging in to my registered System account to view each filing's details. Furthermore, I understand that I have full access to my System account to review recent filings at any time even though I may not have seen any emailed alert notice. I agree that an uploaded filing represents legal service of process upon me and any duly authorized representative I may have, and that the additional email alerts provide extra notice that exceeds the legal minimum notice requirement.

9. The only way that I can electronically file anything in my case or use the System to seek some response from the ALJ/PO is by uploading to my case an electronic document. I acknowledge that only files in Portable Document Format (\*.pdf) shall be uploaded as documents to the case. Additionally, if sound, video or photographic files are uploaded to the System, I acknowledge that only the following electronic file formats, identified by these filename extensions, shall be uploaded for that purpose: \*.png, \*.gif, \*.jpg, \*.mp3, and \*.mp4. It is my responsibility to produce and submit all my e-filings in one or more of these permitted electronic formats. All filings, except for audio or video, must be legible and be capable of being printed as paper documents without change or loss of content or appearance. All audio and video filings uploaded to the System must be audible and understandable.

10. Successfully uploaded filings in the System constitute an "electronic signature," as defined by K.S.A. 16-1602(i) of the party on whose behalf it is uploaded. Anything filed using my registered System account will be deemed done with my approval.

11. OAH's Director and the ALJ/PO in a case each has the unilateral right to terminate or restrict my use of this System if, in the sole determination of OAH's Director or the ALJ/PO, I have misused or abused the System. If my use of the System is terminated, I understand that I must immediately begin to submit any filings by other traditional means approved by law. System misuse or abuse includes circumstances in which OAH's Director or the ALJ/PO determines that any information provided during the account registration process by me, or on my behalf, is false or fraudulent. Other examples that may be deemed misuse or abuse of the System include excessive filings of questionable merit or relevancy, unhelpful fragmentation of information into multiple filings, or my unlawful dissemination of protected case information to non-parties. OAH may preclude me from using the System in future cases based upon any misuse or abuse of the System that I may commit or facilitate in this case.

12. OAH may delay, limit, or deny access to the System due to power or network disruptions, other unforeseen disruptive events that may occur, or for routine maintenance and repairs. If this occurs, I understand that in the interim, I will immediately begin to submit any filings by other traditional means approved by law.

13. All filings in my case will be time-stamped by the System at the moment of upload and the time recorded by the System controls for compliance with deadlines unless the filing was previously submitted by other traditional methods approved by law. If I believe the System has

made an error through no fault of my own, I may seek OAH assistance pursuant to K.A.R. 133-1-4.

14. After an Initial Order issued in my case becomes effective, if I or any opposing party chooses to challenge that ruling, I hereby consent to all the Agreement's terms in using the System for filing, accepting, or responding to service of petitions for review, petitions for reconsideration, petitions for stay of effectiveness, and all relevant and legally authorized filings regarding these petitions. My consent shall be confined to such proceedings that are authorized by the Kansas Administrative Procedure Act, K.S.A. 77-501 *et seq.*, and shall not apply to any proceedings that are authorized by the Kansas Judicial Review Act, K.S.A. 77-601 *et seq.* In other words, once the period for appealing an Initial Order has lapsed without challenge, or a Final Order or a denial of reconsideration thereof is issued in this case, the System shall no longer be used for this case, my PIN will be deactivated, and the System will no longer be an agreed means for the parties to serve legal process upon one another for this case.

15. I understand that any attorney or other legally authorized representative is required to provide an individually identifiable email address associated with their use of the System. **Group or shared email addresses will not be allowed and will be removed from the System.**

16. **I have been strongly cautioned by OAH to not share my PIN for online access to the System.** I accept personal liability for all unauthorized disclosures of protected information that my actions or the actions of additional filers enable. Although I may have the legal right to view protected information, that does not excuse me from liability for its unlawful disclosure. The System will record everyone who accesses the System using my username and pin.

17. I will notify OAH immediately whenever I become aware that the System was used to make any unauthorized filings in this case or whenever I become aware that anyone has or had access to case information in the System without the legal authority to view the information. I will do nothing that enables anyone to access case information on the System if such enablement allows anyone to view case information that they have no legal authority to view.

18. This agreement shall survive for as long as my case remains pending at OAH, but OAH may consider its experience from my use of the System during this case in deciding whether I may use the System again in the future.

***Therefore***, by my signature and email address presented below, I hereby agree to honor and abide by all of the foregoing terms as conditions of my use of the System:

Signature:

Name:

Phone Number:

Email Address:

OAH Docket Number:

## Additional Filers

Name:

Role:

Phone Number:

Email Address:

Name:

Role:

Phone Number:

Email Address: