

Terms of Use for Registered Users of CAMS

In these Terms of Use:

“CAMS” means the Court of Appeal Management System, and

“Content” means any information or records available in CAMS.

Your use of CAMS and access to any Content constitutes your express and unconditional undertaking to the Court of Appeal of Alberta (the “Court”) to comply with these Terms of Use. PLEASE READ THESE TERMS OF USE CAREFULLY.

Effective date

These Terms of Use come into effect on August 31, 2020.

General

1. The use of CAMS and access to any Content in CAMS:
 - a) is restricted to registered users as defined in the [Court of Appeal of Alberta Practice Direction on Electronic Filing](#). The use of CAMS or access to any Content in CAMS by anyone who is not a registered user is not permitted.
 - b) is an unconditional affirmation and undertaking that the registered user is complying with and will strictly comply with these Terms of Use and the [Practice Direction](#).
2. These Terms of Use constitute your undertaking as set out in paragraphs 10 and 11 below, and you may not transfer or assign that undertaking.
3. These Terms of Use should be read in conjunction with:
 - a) The Court’s [Policy on Access to Transcripts of Oral Proceedings](#); and
 - b) [The Notice to The Profession and Public - New Procedure For Electronic Hearings – Confidentiality Or Privacy Concerns](#).

Legislation and Rules

4. Any use of CAMS or access to any Content in CAMS must comply with the [Practice Direction](#), the [Court of Appeal Act](#), RSA 2000, c. C-30, the [Alberta Rules of Court](#), Alta Reg 124/2010, the [Court of Appeal of Alberta Criminal Appeal Rules](#) and the [Consolidated Practice Directions of the Court of Appeal of Alberta](#). Acceptance by the Court of any document offered for filing with, or receipt by, the Court does not extend, avoid or bypass any limitation period or any pre-conditions that may exist in law or by court order relating to any such document or to that filing or receipt.

Use and reliance

5. The Court and its Registry are not, by virtue of the acceptance of any document through use of CAMS, responsible for the content of such document. Nor are the Court and its Registry in any way verifying the content, legitimacy or authorship of any such document. The Court and its Registry are not responsible for the accuracy, completeness, reliability or timeliness of any information provided to the Court or the Registry. Any risk of harm or loss arising from any document is the exclusive and non-delegable responsibility of the user who has offered the document for filing with, or receipt by, the Court.

Confidentiality, Privileges and Privacy

6. The [Policy for Public Access to the Court Record](#) provides that members of the public have a presumptive right to access the entire court record unless access to it is prohibited by a provincial or federal enactment or by court order. Access includes the right to obtain a copy of the court record.

When the parties prepare documents that are intended to be part of the court record, they are responsible for:

- a) advising whether the document is subject to a statutory or court-ordered restriction on access or publication;
- b) limiting the disclosure of personal information to what is necessary for the disposition of the appeal; and
- c) considering whether public access to the document would create serious risks to individual privacy or security rights and if so, whether an application for a restricted access order should be brought.

To protect personal privacy, parties should not include, or should redact where inclusion is necessary, personal information such as addresses, telephone numbers, birth dates, social insurance numbers, driver's licence numbers or financial account numbers from all documents, unless otherwise provided by law or ordered by the Court.

Any party who wishes to restrict public access to, or publication of, any portion of the court record may bring a restricted court access application in accordance with Part 6, Division 4 of the [Alberta Rules of Court](#).

Collection of Information and Fee Payments

7. You need a registered user account to access CAMS. To create a registered user account, the Registrar will obtain (or generate) and retain some personal information about you, including, without limitation, your name, email address and a password. The Registrar takes reasonable steps to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of retained registered user information.

8. When you use CAMS in a way that gives rise to a fee, you will be asked to enter credit card information to facilitate payment of that fee. By accessing and using CAMS, you are irrevocably and unconditionally authorizing the Registrar to collect payment from you, in accordance with any financial information that you have provided to the Registrar or a third-party online payment processing agent for that purpose. Neither the Registrar nor the Court obtain, retain or have access to your payment information. The Registrar will refund any fee paid in association with the electronic submission of a document for filing through CAMS where the Registrar has rejected the submission.
9. When you access CAMS, the CAMS servers record a server log containing certain information that your browser automatically sends to the CAMS servers, which may include your web request, your interaction with CAMS, your IP (Internet Protocol) address, your browser type, your browser language, the date and time of your request(s) and one or more cookies that may uniquely identify your browser or your registered user account. The collection and retention of this technical information is necessary or recommended for the proper functioning of CAMS. The Registrar will not attempt to associate any anonymous technical information collected by CAMS with any personally-identifiable information unless the Registrar has detected, or reasonably suspects, an attempt to damage or breach the security of CAMS or a breach of the Terms of Use.

Prohibited conduct

10. You undertake not to upload, email, post, transmit, distribute, disseminate or otherwise publish or make available through CAMS anything of any nature or kind, and you undertake not to otherwise take any action or permit anyone to take any action, that:
 - a) restricts or inhibits any person from using or accessing CAMS or any Content;
 - b) contains a virus, worm, malicious code, corruption or other harmful or destructive element or item that might damage, disable, overburden, disrupt or limit the operation or functionality of any computer hardware, firmware, software or peripheral devices, including servers and remote devices;
 - c) interferes with or disrupts or limits the operation or functionality of CAMS or any network or server connected to or accessible via CAMS, or that is contrary to any requirements, procedures, policies or regulations of networks connected to CAMS; or
 - d) facilitates or encourages any breach of these Terms of Use by another, except as may be relevant as evidence in an appeal before the Court and that is contained in an Appeal Record, Factum, Affidavit or other court document that is required to be filed in respect of that appeal.

Restrictions on use

11. You are prohibited from making links of any kind to CAMS without the Registrar's prior written permission. Without limiting the generality of the foregoing, "deep linking" to any

CAMS webpage or Content is strictly prohibited without the express written permission of the Registrar. Use of CAMS or the Content through a browser that contains any frames displaying contents of other websites is strictly prohibited. The scraping or mining of data from or framing or mirroring of CAMS or any Content by any method is strictly prohibited. You are prohibited from employing or utilizing any collaborative browsing or display technologies in association with CAMS.

Law firm access

12. If you are a partner or member of a law firm or legal professional corporation (“Your Firm”) and are undertaking to abide by these Terms of Use on behalf of Your Firm, you are representing and warranting that you are duly and validly authorized to give such undertaking on behalf of, and to thereby bind, all of the lawyers of Your Firm. If Your Firm obtains a Law Firm Administrator account and discloses it outside Your Firm or becomes aware of any unauthorized access to CAMS using your Law Firm Administrator account, Your Firm must notify the Registrar immediately.

Individual access

13. If you are an individual (whether you are accessing CAMS as a registered user in your own right or under Your Firm’s Law Firm Administrator account), you are only authorized to use and access CAMS and the Content by use of your personal registered user identification and password (your personal “account”). You are responsible to ensure that your personal account is not disclosed to any other person. If you disclose your personal account to any other person or become aware of any unauthorized access to CAMS using your personal account, you must notify the Registrar immediately.

Required equipment

14. You are solely responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access or use CAMS and the Content, including, without limitation, an internet connection, modem, hardware, software, firmware, peripherals, and long distance or local telephone service, if applicable. You are solely responsible for ensuring that such equipment or ancillary services are compatible with CAMS and the Content. You are solely responsible for any fees or costs associated with all such equipment or ancillary services.

Termination

15. You may terminate your registered user account at any time. In addition, the Registrar may suspend, cancel or terminate your use of CAMS at any time without notice, whereupon you are no longer authorized to use CAMS. In the event of such termination, these Terms of Use will nevertheless continue to apply and to bind you in respect of your prior use of CAMS.

16. The Court of Appeal reserves the right to terminate the CAMS operating system and associated e-filing privileges without notice.