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| http://www.ejudiciary.mu:18000/_LAYOUTS/EJDMMasterPage/Images/ejudLogo1.jpg   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | **E-JUDICIARY GENERAL TERMS AND CONDITIONS**  **(AJP SERVICES) – Application Judiciary services**  These General Terms and Conditions (hereinafter referred to as "General T&Cs") shall govern the use of the services offered by Judiciary. These General T&Cs contain terms and conditions that are of general application to most of Judiciary’s service offerings, and some of the terms below may not be applicable to you. The specific service requested by you may be subject to additional terms and conditions that are set out in the Application Form for registration as an external user and which is available on the e-judiciary website. The General T&Cs shall be referred to as "Agreement  Unless explicitly stated otherwise, any new feature or features that augment or enhance the current services, including the release of or migration to new services, shall be subject to this Agreement.  By completing and submitting the relevant application form through the e-Judiciary website for registration to use the Service or on the e-judiciary website by using or otherwise accessing the Service, the Registered User acknowledges that he has read this Agreement and agrees to be bound by it  **1. TERMINOLOGY**  In this Agreement, the following words and expressions have the meanings assigned to them except where the context otherwise requires:  l. "Recipient" of a Data Message or an Electronic Record means a person who is intended by the Originator to receive the Data Message or Electronic Record, but does not include an intermediary like the Judiciary who sends, receives, stores or provides other services with respect to the Data Message or Electronic Record on behalf of the Originator or Addressee;  II. "Data Message" means information generated sent, received or stored by electronic, optical, including but not limited to electronic data interchange (EDI), electronic mail.  III. "Electronic Record" means a record generated in digital form by an Information System, which can be:  a. Transmitted from an Information System or from one Information System to another; and  b. Stored in an Information System or other medium;  IV. "Information System" means a system for generating, sending, receiving, storing or otherwise processing Data Messages or Electronic Records;  V. "Services" here means the service provided by Judiciary over the Internet to the Registered User upon the Registered User's application for registration therefore;  VI. "Originator” of a Data Message or an Electronic Record means a person by whom, or on whose behalf, the Data Message or Electronic Record purports to have been sent or generated prior to storage, if any, but does not include an intermediary like the Judiciary who sends, receives, stores or provides other services with respect to the Data Message or Electronic Record on behalf of the Originator or Addressee;  VII. "Registered User" means the party identified on the Web Application form whose application is approved and accepted by the Judiciary;  VIII."Website" or "Websites" refers to the location of the web pages on the internet over which the Registered User may access for the purpose of using the Services and which are specifically described in the Application Form (example http://www.ejudiciary.mu), and includes such other uniform resource locators (URL) as may be provided or substituted by Judiciary from time to time.  **2. REGISTRATION**  2.1 In order to use the Services, you will need to become a Registered User by:  I. Submitting the relevant properly completed online application form ("Online Application Form") available on e-Judiciary website.  II. Registration is open only to law practitioners practicing in Mauritius, who have taken oath before the Supreme Court and their names have been enrolled by the Master & Registrar of the Supreme Court  2.2 This Agreement shall commence on the date of the Judiciary approval of your application to use the Services and shall remain in force unless earlier terminated in accordance with the terms and conditions herein after.  **3. AMENDMENTS TO TERMS AND CONDITIONS**  3.1 The Judiciary reserves the right to amend the terms and conditions of this Agreement from time to time. Amendments to the General T&Cs will be effective after thirty (30) days have passed from the date of posting on the e-Judiciary Website. IT IS THE REGISTERED USERS’S RESPONSIBILITY TO CHECK THE E-JUDICIARY WEBSITE FROM TIME TO TIME FOR AMENDMENTS TO THIS AGREEMENT. BY USING OR CONTINUING TO USE THE SERVICES AT ANY TIME AFTER THIRTY (30) DAYS HAVE PASSED FROM THE DATE ANY AMENDMENTS ARE POSTED ON THE WEBSITE, YOU ACKNOWLEDGE THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS AMENDED.  **4. SCOPE OF SERVICES**  4.1 Subject to the acceptance of the properly completed online Application Form by Judiciary at a first instance, then on a second instance subject to the payment of all the applicable fees by the Registered User Judiciary will provide the Registered User the Services, provided always that Judiciary reserves the right to modify, enhance, withdraw or suspend the Services, or any part thereof, at any time. Judiciary will advise the Registered User of the changes thirty (30) days in advance where the changes will, in Judiciary’s opinion, significantly alter the Services.  4.3 Judiciary may impose its own terms and conditions and charges for access to and use of its services. The Registered User is responsible for ensuring that it has obtained all necessary approvals, consents and permissions for access to and use of Judiciary's services and facilities.  **5. REGISTERED USERS RESPONSIBILITIES**  5.1 The Registered User shall obtain, install and maintain such suitable equipment, software, and communication means as may be required to make connection to the World Wide Web and to use the Services provided by a third party, including a computer and modem, telecommunication facilities or other access devices or other ancillary equipment.  5.2 The Registered User is responsible for the confidentiality of the password(s) associated with the account and user login ID assigned by Judiciary upon registration of the Registered User of the Services. The Registered User shall ensure control of the password(s) and user login ID for authorized usage of the Services. Unless the contrary is proved, all communications and activities occurring under the Registered User's user account, user login ID or password shall be deemed to have been validly issued or authorized by the Registered User. The Registered User shall be liable for all costs, fees, and expenses arising from any communication and activity occurring under the Registered User's user account, user login ID or password.  5.3 The Registered User warrants and represents that the Registered User is duly authorized to upload, submit, transmit or otherwise deal with all content, information and data provided by the Registered User, and that all such content, information and data provided is true, accurate, current and complete  5.4 The Registered User agrees not to submit, upload or transfer any unauthorized files, codes (including but not limited to viruses), documents and information, in the course of using the Services  5.5 The Registered User undertakes not to use the Services for or to carry out any activity that may be prohibited under the laws of Mauritius or under any other applicable law  5.6 The Registered User hereby authorizes Judiciary to deal with any data or information submitted by or to the Registered User, in any manner, as Judiciary deems necessary to carry out the Services.  5.7 The Registered User agrees to render all reasonable assistance to Judiciary, as Judiciary may request from time to time.  5.8 The Registered User agrees to at all times indemnify and hold harmless the Judiciary and its officers, employees and agents ("those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from:  (a) A breach by the Registered User or its employees, agents or contractors of the terms of this Agreement; or  (b) Any willful, unlawful or negligent act or omission on the part of the Registered User or its employees, agents or contractors  5.9 The Registered User shall provide to the Judiciary the Registered User's contact details (e.g. address, telephone number, fax number, e-mail) and shall promptly update the Judiciary from time to time on any change in such contact details. Where the Judiciary is to send any notification to the Registered User under this Agreement, the Judiciary shall use reasonable efforts to do so at the Customer's contact details last provided. The Judiciary shall not be liable if the Registered User cannot be contacted through any one of the contact details after two (2) attempts made within a two (2) week period.  **6. DATA MESSAGES AND ELECTRONIC RECORDS**  6.1 The Registered User agrees that all Data Messages and Electronic Records to be sent through the Services will comply with all applicable legal requirements and such message requirements as Judiciary may prescribe from time to time.  6.2 Unless otherwise specified by Judiciary the dispatch of a Data Message is for all purposes deemed to have occurred when the Data Message enters an Information System outside the control of the Originator or of any person who sent the data message on behalf of the Originator  6.3 Unless otherwise specified by Judiciary, the receipt of a Data Message is for all purposes deemed to have occurred when the Data Message enters an Information System or an electronic mailbox or similar system of the Recipient.  6.4 Judiciary will not be responsible for any trouble or loss caused by disputes (i) between the Registered User and a third parties or (ii) between a Registered User and another Registered User relating to the dispatch or receipt of Data Messages or Electronic Records.  6.5 The period between "dispatch" and "receipt", as specified in Clauses 6.2 and 6.3 above, is indispensable for Judiciary for the conversion of format and transference of Data Message or Electronic Record etc. Judiciary will not be responsible for any damage or loss caused by such occurrence within the said period.  6.6 Unless otherwise specified by Judiciary, a Data Message or an Electronic Record is deemed to be dispatched at the place where the Originator has specified his main address of his place of business, and is deemed to be received at the place where the Recipient has specified his main address of his place of business. For the purpose of this paragraph  I. Originator and Recipient will have to specify their mail IDS for further communication if Data Message or an Electronic Record cannot be dispatched to the place where the Originator or Recipient has specified his main address.  6.7 If the Registered User receives any Data Message or Electronic Record addressed to another Registered User or a third party which was wrongfully forwarded to him, he shall:-  I. Notify, and return the Data Messages or Electronic Records to the Originator through Judiciary as soon as possible  II. Keep the contents of the Data Message confidential and destroy all copies of the Data Messages or Electronic Records after the return has been effected  **7. INTELLECTUAL PROPERTY RIGHTS**  7.1 All intellectual property rights (including copyright and trade marks) contained in, relating to or in connection with the Websites and Services (including judgment text, graphic, logos, icons, sound recordings and software) are owned by the Judiciary. No material provided through the Websites or Services, including text, graphics, compilations, computer programs, code and/or software may be reproduced, modified, adapted, distributed, published, displayed, uploaded, broadcast, posted, transmitted or hyperlinked in any manner and in any form.  **8. TERMS OF PAYMENT FOR USE OF SERVICES**  8.1 In consideration of the provision of the Services by Judiciary, the Registered User agrees as follows:  i. The Registered User will need to pay charges to Judiciary in accordance to e-Judiciary’s rate for lodging of cases, for ushers’ service, one time registration and monthly subscription, etc for the use of the Services which may be amended from time to time. The new rates and fee will be published on the websites  ii. If Judiciary does not receive any payment from the Registered User then Judiciary will suspend the Services provided to the Registered User and the present Agreement will be terminated.  iii. The Registered User shall notify Judiciary of any discrepancies in the amounts charged within thirty (30) days of payment else the Registered user cannot dispute or bring any action or proceedings against Judiciary  iv. The Registered User will be able to view and print its transaction receipt and check its account balance electronically as it is being part of the system. Judiciary will not be sending invoices to the Registered User for the payment of charges incurred in the use of the services  v. In the event that the Judiciary is compelled to commence any legal action to recover unpaid Charges, the Registered User agrees that the Judiciary shall be entitled to claim legal costs on a full indemnity basis from the Registered User.  **9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**  1 THE SERVICES AND ALL ANCILLARY SERVICES (INCLUDING BUT NOT LIMITED TO TRAINING AND TECHNICAL SUPPORT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE JUDICIARY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, TO THE EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT  Judiciary does not warrant that the Websites and Services will meet Registered User's requirements or that the Websites and Services will be uninterrupted, timely, secure or error-free. Judiciary does not warrant the security of any information transmitted over the Internet as no data transmission over the Internet can be guaranteed as totally secure. Accordingly, any document or information which is transmitted by the Registered User, whether to Judiciary or to any other party, is transmitted at Registered User's own risk  9.3 Judiciary is not responsible for the availability, content or security of external websites or websites belonging to other third parties which may be linked or integrated with the Websites. Judiciary undertakes no liability, whether in contract, tort or otherwise for the acts, neglects and omissions other third parties, including without limitation third party providers of telecommunication, computer or internet services or for faults in or failures of their apparatus, equipment or systems.  9.4 Judiciary shall not be liable to the Registered User or any other party for any damage, loss, cost or expense suffered by the Registered User or any other party as a result of:  I. An action brought by a third party even if such loss was reasonably foreseeable or Judiciary has been advised of the possibility of the Registered User or any other party suffering or incurring the same  II. The reliance on or use of any data, information, content or matter provided by Judiciary via the Services or the accuracy, correctness or completeness thereof;  III. Any error, interruption or other occurrence whatsoever arising out of any form of communications or other facilities not provided by Judiciary;  IV. Any data or other information input, sent or received by or to the Registered User or through the Services;  V. Any occurrence not due to Judiciary’s direct default.  VI. The Judiciary shall have no liability to the Registered User for any loss, damage, cost or expense arising from or in connection with this Agreement unless the Registered User shall have served notice on Judiciary within one (1) year from the date the event giving rise to the cause of action arose.  9.5 In no event shall Judiciary be liable for any loss of business, profit, goodwill or any type of special, indirect or consequential loss to the Registered Users  9.6 The Registered User shall indemnify and keep Judiciary harmless against any damage or claim by any parties which may arise out of this Agreement and agree to notify such parties in writing that Judiciary shall have no liability to them. In the event any claim is made by such parties against Judiciary, the Registered User shall take all steps to enforce its rights including but not limited to the institution of legal proceedings, if necessary, against such parties to restrain them from bringing such claims against Judiciary  9.7 The Judiciary shall not be responsible for any dealing (i) between the Registered User and third parties or (ii) between the Registered User and another Registered User whether or not such dealings are facilitated through the use of the Services.  9.8 The Registered User agrees that it shall not bring any claim, action or proceeding whatsoever against the Judiciary in respect of any damage, loss, cost and expense arising from the use or reliance on the data, information, content or matter provided by Judiciary via the Website or Services.  9.9 Neither party shall be responsible for failure to perform or fulfill its commitments under this Agreement if such failure is due to any other circumstance outside its control. Such circumstances comprise, but are not confined to, act of God, war, riot and sabotage  9.10 Judiciary shall not be held responsible for any failure to meet its obligations under this Agreement to the extent that such failure is attributable to the effects of any computer virus.  **10. GOVERNING LAW**  10.1 This Agreement shall be governed by and construed in accordance with the laws of Mauritius. The parties agree to submit to the exclusive jurisdiction of the courts of Mauritius.  10.2 Recognizing the global nature of the Internet, the Registered User agrees to comply with all local rules regarding online conduct, acceptable content and use of the Websites and the Services. Details contained on the Websites have been prepared in accordance with laws of Mauritius and may not satisfy the laws of any other country. Judiciary does not warrant that the details on the Website will satisfy the laws of any country other than Mauritius.  **11. TERMINATION OF ACCESS**  11.1 Either party may terminate this Agreement by thirty (30) days' prior written notice to the other party.  11.2 Upon termination, the Registered User shall immediately cease to use or access the Services  11.3 Notwithstanding the foregoing, Judiciary may cease immediately to provide the Services and to terminate this Agreement forthwith if (i) the Registered User goes into liquidation or bankruptcy; or (ii) if the Registered User breaches or fails to conform to any obligation in accordance with this Agreement; or (iii) as provided under Clause 8(ii) of this Agreement.  11.4 Clauses 5.3 to 5.6, 5.9, 7, 9, 10, 11.4 and 12.1 shall survive the termination of this Agreement.  **12. CASE ACCEPTANCE RULE**  - The registered user hereby agrees to abide by the terms and conditions laid down for compliance by all registered users of the eJudiciary system.  - The registered user take full liability of the contents of the documents uploaded in the system  - The registered user undertakes to produce the original of any document uploaded in the system whenever a request is made by any interested party.  - Any abuse of the system will lead to discontinuity of access to the system  **13. GENERAL**  13.1 The Registered User shall not, in any litigation proceeding, challenge the admissibility as evidence or the accuracy of a data log or electronic record provided by Judiciary in whatever form it may be presented.  13.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between Judiciary and any Registered User, nor constitute the appointment of third parties as agent of any Registered User or Judiciary  13.3 A waiver of breach or default under this Agreement by Judiciary must be in writing and shall not be a waiver of any other or subsequent default. Failure or delay by the Judiciary to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.  13.4 If any terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.  13.5 The Registered User shall be deemed to have read this Agreement and shall agree to be bound by the terms hereof. This Agreement shall supercede all proposals, prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement  **14. EFILING DOCUMENT SPECIFICATIONS FOR EJUDICIARY SYSTEM**  **14.1 Summary**  This Guide provides for suggested specifications of case documents for upload to eJudiciary system. PMO is submitting this Guide to the Judiciary as advisory on the recommended document specifications to ensure all uploaded documents contents are of acceptable readability standards and format.       >**Note:** The following specifications are recommended for documents that are meant for e-filing only. The eJudiciary system only accepts PDF format.  **14.2 Document Specifications/format for eJudiciary system**  Prior to e-filing, filing party has to prepare the case documents and ensure all documents are complete and accurate of contents  To e-file, filing party needs to convert and scan the case documents to PDF format. These can be achieved in one of the following ways  a. Using Adobe Acrobat software. (http://www.adobe.com)  b. Using other compatible PDF converter software.  c. Print case documents to paper, and convert these hardcopies to PDF using a scanner  **14.2.1 Specification 1 – Scanning resolutions**  \* 200 dpi for black & white documents, and  \* 100 dpi for color documents  These settings will generally result in relatively smaller PDF file sizes, without compromising on the clarity of the documents. However, if the details and clarity of the image are of critical importance, filing partys may review the scanned PDF document before filing and try rescanning with a higher resolution setting, until the desired level of clarity is achieved  **14.2.3Specification 3 – Font types**  The following fonts types are recommended but not limited to,  o Courier (Regular, Bold, Italic, or Bold Italic)  o Times (Roman, Bold, Italic, or Bold Italic)  o Verdana (Regular, Bold, Italic, or Bold Italic)  **14.2.4 Specification 4 – Font colors**  Black color fonts should be use. Light color fonts should be avoided as it gives poor readability  **14.2.5 Specification 5 – Line Spaces**  Line spacing should be set between 1-5 lines apart where appropriate within the document, with the aim to achieve reasonable clarity and readability on the document.  **14.2.6 Specification 6 – Margins**  Filing party is suggested to set page margins in any of the following specifications:   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **SL No.** | **Margin** | **Left** | **Right** | **Top** | **Bottom** | | 1 | Normal | 1” | 1” | 1” | 1” | | 2 | Narrow | 0.5” | 0.5” | 0.5” | 0.5” | | 3 | Moderate | 0.75” | 0.75” | 1” | 1” | | 4 | Wide | 2” | 2” | 1” | 1” |     The above mentioned specifications for margins are specific to A4 size page setup. However, filing party can change the margins where appropriate in other paper size, with the aim to achieve reasonable clarity and readability on the document  **14.3 Other requirements to note when uploading a PDF file to the ejudiciary system**  • Valid PDF format. It is NOT sufficient that the file simply be named with a PDF extension (.pdf), because that does not by itself create a valid PDF file.  • Minimum Adobe PDF version 1.3 or newer.  • While no page limit exists in a document, each PDF file cannot exceed 5 MB.  **• NOT** contain security settings (e.g., self-sign security, filing party passwords, and/or permissions) that would prevent the eJudiciary system from opening, viewing, or printing the file. All security settings must be deactivated (e.g., encryption, master passwords, and/or permissions) prior to upload to eJudiciary system.  **• NOT** contain any embedded scripts and/or executables, including sound or movie (multimedia) objects, prior to upload to eJudiciary system  **• NOT** contain any multimedia (e.g., sound, video, animations, and slideshows); 3-dimensional models; or multi-page objects (e.g., Excel spreadsheets), prior to upload to eJudiciary system. While the overall PDF file would be uploaded, the other inserted objects will not be viewable.  **The Court reserves the right to reject an uploaded document if it is unreadable or results in poor readability on a computer display system. A penalty may be impose at the discretion of the Court, if there are reasons to believe there is deliberate intent by the filing party to upload documents of improper or unacceptable format and causes unnecessary delay to the Case submission and wastage of Court officers time and resources** | |