

## Attorney Terms and Conditions – MEC

Please review the following information to continue with the registration as a new attorney:

1. This system is for use only in cases in those courts which have adopted and implemented the Mississippi Electronic Courts (MEC) by local rule. It may be used to file and view electronic documents, docket sheets, and notices.
2. Pursuant to Mississippi Rule of Civil Procedure 11, every pleading, motion, and other paper (except list, schedules, statements or amendments thereto) shall be signed by at least one attorney of record or, if the party is not represented by an attorney, all papers shall be signed by the party. An attorney's MEC password combined with the user's MEC identification serves as and constitutes the attorney's signature. Therefore, an attorney must protect and secure the password. If there is any reason to suspect the password has been compromised in any way, it is the duty and responsibility of the attorney to immediately notify the MEC Helpdesk at [helpdesk@mec.ms.gov](mailto:helpdesk@mec.ms.gov) or 601-576-4650. This should include the resignation or reassignment of the person with authority to use the password. The attorney should change the password immediately.
3. An attorney's registration will constitute a waiver of conventional service of documents. The attorney agrees to accept service of notice on behalf of the client of the electronic filing as set forth in the Administrative Procedures.
4. The undersigned attorney agrees to abide by the most recent Administrative Procedures for Mississippi Electronic Courts and all technical and procedural requirements set forth therein.
5. I must provide accurate and complete information in registering for this account. I will promptly inform the MEC Helpdesk of any changes to that information by updating my account at the MEC website.
6. The MEC account being registered is for my use only, unless specifically designated otherwise on the registration form. I am responsible for preventing unauthorized use of the account. If I believe there has been unauthorized use, I must notify the MEC Helpdesk immediately at [helpdesk@mec.ms.gov](mailto:helpdesk@mec.ms.gov) or 601-576-4650.
7. I understand that:
  - There is a charge for accessing information through MEC. MEC provides electronic access to case information in various Mississippi state courts. By registering for an MEC account, I assume responsibility for all fees incurred through the usage of this account.
  - Certain accounts may be designated, under MEC policy, as exempt from fees. If my account is exempt from any fees, it is my responsibility to use the account only within the scope of the fee exemption.
  - I must alert the MEC Helpdesk to any errors in billing within 30 days of the date of the bill.

- The \$0.20 per-page charge applies to the number of pages that result from any search, regardless of the number of pages viewed, printed, or downloaded. Searches that result in no matches incur a charge for one page of data.
  - The annual registration/renewal fee is based on the anniversary date of my MEC account. Annual renewal notices will be sent to the primary and secondary email addresses submitted with this registration request or subsequently updated as set forth above fifteen (15) days prior to the user's anniversary date. Users must remit payment through the mail or on-line via the MEC website.
  - Usage is billed on a quarterly basis. Statements, which contain a summary of the charges the account has incurred, are sent in January, April, July, and October. Electronic statements will be sent to the primary and secondary email addresses submitted with this registration request or subsequently updated as set forth above. Users must remit payment through the mail or on-line via the MEC website.
  - MEC bills that are not paid on time are subject to debt collection measures. These measures include, but are not limited to, referral to a private collection agency. Accounts that are referred to a private collection agency will be assessed substantial collection fees in addition to the outstanding debt owed to MEC.
8. The Mississippi Electronic Courts reserve(s) the right to:
- Suspend service to any account in which the amount due is not paid by the due date.
  - Demand immediate payment, outside of the regularly scheduled billing cycles, of an account at any time that the MEC Helpdesk determines the action is necessary.
  - Notify and seek payment from the firm listed on my account registration if my account balance is not paid by the due date.
  - Reject an account registration request that the MEC Helpdesk determines to be related to a suspended MEC account.
  - Suspend service to an account if any part of the information provided to MEC as part of this account registration process is fraudulent. Information about the account and any accounts determined to be related to it may be turned over to law enforcement authorities.
  - Suspend or reduce service to, or otherwise restrict access to MEC by, any account that causes an unacceptable level of congestion or a disruption to the operations of MEC, a Mississippi court or another MEC customer.
  - Suspend service to an account at any time that MEC or a court determines the action is necessary to prevent fraud or to maintain the security of its computer systems and networks.

- Require prepayment as a condition to the resumption of service for any account that has had service suspended or restricted for any reason, had multiple instances of late payments, or been requested to make immediate payment of fees incurred.
9. MEC is supported by user fees. Any attempt to collect data from MEC in a manner which avoids billing is strictly prohibited and may result in criminal prosecution or civil action. MEC privileges will be terminated if, in the judgment of judiciary personnel, they are being misused. Misuse includes, but is not limited to, using an automated process to repeatedly access those portions of the MEC application that do not assess a fee (i.e. calendar events report or case header information for purposes of collecting case information).
  10. An account determined to be related to an account that has been subject to an action outlined above may also be subject to the same action. Accounts may be determined to be related based on information obtained by the MEC Helpdesk during registration or other contact with MEC.
  11. If these Terms and Conditions change in a significant way, information regarding the changes will be posted on the MEC web site ([mec.ms.gov](http://mec.ms.gov)). It is the account holder's responsibility to check these Terms and Conditions regularly for changes. Continued use of MEC following the posting of changes will mean that the account holder accepts and agrees to the changes.