

## eFiling Terms of Service

- a) If I am an attorney or trustee, I understand that I am a registered user. A registered user is defined as any attorney or trustee who files pleadings or other documents in a bankruptcy case or adversary proceeding in the Eastern District of California with the court's electronic filing system.
- b) I understand that the electronic filing system is for use only as permitted by the U.S. Bankruptcy Court for the Eastern District of California.
- c) If I am an attorney or trustee, I understand that I am consenting to receiving electronic notice and service from the court as a registered user, pursuant to F.R.B.P. 9036.
- d) I understand that the provisions of Local Bankruptcy Rules 5005-1 ([Electronic Record Files of the Court](#)), 5005.5-1 ([Eligibility and Registration for Electronic Filing; Use of Passwords](#)), 7005-1 ([Service by Electronic Means](#)), and 9004-1 ([General Requirements of Form](#)), and any changes or additions thereto, are incorporated by reference into this agreement and I agree to abide by them. I further understand that it is my responsibility to learn and follow all current electronic filing procedures and updates as they relate to the documents submitted by me.
- e) I agree to prepare all documents in strict compliance with all federal and local rules.
- f) I shall protect the security and confidentiality of my username and password and prevent their disclosure to any person other than my authorized agent(s).
- g) I understand that it is my responsibility to maintain a valid primary email account and will use PACER to immediately update my email address for court Notices of Electronic Filing whenever my email address changes. I further understand that the court reserves the right to delete my email address if any of my Notices of Electronic Filing are returned as undeliverable.
- h) I agree to pay fees for electronically filed documents through the U.S. Treasury Internet credit card program (Pay.gov), in accordance with procedures established by the Clerk.
- i) I understand that according to Judicial Conference policy, fees for filing documents are due at the time documents are filed. I agree to pay all fees for electronically filed documents prior to completing the eFiling session in which they are incurred, and to settle my account for any outstanding fees the same day the documents are eFiled. I understand that if fees are not timely paid, my eFiling account may be disabled and/or other appropriate action may be taken to impose sanctions, strike the document(s), and/or dismiss the case.
- j) The information provided on this form will be secured and kept in the Bankruptcy Clerk's Office database and will remain in effect until updated by me using the court's web site or expressly revoked by me via email to [Efilers\\_Helpdesk@caeb.uscourts.gov](mailto:Efilers_Helpdesk@caeb.uscourts.gov).
- k) I understand that my eligibility to use the electronic filing system may be restricted or revoked if I knowingly permit my password to be used by anyone who is not authorized to use the password or fail to comply with any of my other obligations as set forth in this user agreement.
- l) I, or an authorized agent, agree to satisfy the training requirements prior to use of the electronic filing system.
- m) The information provided by me on this User Agreement is true and correct to the best of my knowledge and belief.
- n) I understand that I am limited to one eFiling account, that if I am an attorney, my account will move with me if I switch firms

- o) I understand that it is my responsibility to maintain my address, phone number, and email information with the court and will use my PACER account to update my information.